

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE**

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In re:

Sumner Regional Health Systems, Inc., *et al.*<sup>1</sup>

Debtors.

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)  
) Chapter 11  
)

) Case No. 3:10-bk-04766  
)

) Jointly Administered  
)  
)

**NOTICE OF BID DEADLINE, AUCTION, AND  
SALE HEARING IN CONNECTION WITH THE SALE  
OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS**

**PLEASE TAKE NOTICE** that on May 1, 2010, the above-captioned debtors and debtors in possession (the “Debtors”) filed a motion (the “Bid and Sale Procedures Motion”) [Docket No. 7] seeking approval of, among other things (1) auction and bidding procedures in connection with the sale of substantially all of their assets (the “Assets”)<sup>2</sup>; (2) procedures to determine cure amounts and deadlines for objections to certain contracts and leases proposed to be assumed and assigned by the Debtors; and (3) related relief, with the United States Bankruptcy Court for the Middle District of Tennessee (the “Bankruptcy Court”). By order entered on May 18, 2010 (the “Bid and Sale Procedures Order”) [Docket No. 181], annexed hereto as Annex 1, the Bankruptcy Court approved (a) this notice, (b) the Bidding Procedures annexed hereto as an attachment to the Bid and Sale Procedures Order (the “Bidding Procedures”) and (c) the Assumption and Assignment Procedures attached hereto as Annex 2 (the “Assumption and Assignment Procedures”).

**PLEASE TAKE FURTHER NOTICE** that all interested parties are invited to submit a Qualified Bid (as defined in the Bidding Procedures) and to make offers to purchase the Assets in accordance with the terms of the Bidding Procedures and the Bid and Sale Procedures Order. The deadline to submit bids (the “Bid Deadline”) is **June 10, 2010 at 4:00 p.m. (CST)**.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Bid and Sale Procedures Order, the Debtors intend to conduct an auction (the “Post-Petition Auction”) for the sale of the Assets at the offices of Frost Brown Todd LLC, 424 Church Street, Suite 1600, Nashville, Tennessee (or such other location as determined by the Debtors after consultation with Wells Fargo Bank, as Master Trustee, the Official Committee of Unsecured Creditors appointed

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Sumner Regional Health Systems, Inc. (3738), Trousdale Medical Center, Inc. (5666), Frank T. Rutherford Memorial Hospital, Inc. (8987), SRHS Holdings, LLC (2680), Sumner Homecare and Hospice, LLC (4324), Family Wellness Group of Middle Tennessee, LLC (1860) and ClinicCare, LLC (6783).

<sup>2</sup> A listing of the Assets to be sold, including reference to descriptions of the real estate to be sold, is set forth in Article II of the Asset Purchase Agreement annexed as Exhibit E to the Bid and Sale Procedures Motion.

in the above-captioned Chapter 11 cases and Sumner County, Tennessee), on **June 14, 2010, beginning at 11:00 a.m. (CST)**, or at such other place and time of which the Debtors shall notify all Qualified Bidders who have submitted Qualified Bids.

**PLEASE TAKE FURTHER NOTICE** that at a hearing on **June 15, 2010 at 1:00 p.m. (CST)**, or such other time as the Bankruptcy Court shall determine (the “Sale Hearing”), the Debtors intend to seek the Bankruptcy Court’s approval of the sale of the Assets to the bidder submitting the highest, best or otherwise financially superior offer at the Post-Petition Auction, as determined by the Debtors (collectively, the “High Bidder”). The Sale Hearing will be held before the Honorable Marian F. Harrison, at the United States Bankruptcy Court for the Middle District of Tennessee, 801 Broadway, Courtroom Three, Nashville, Tennessee 37203.

**PLEASE TAKE FURTHER NOTICE** that at the Sale Hearing, the Bankruptcy Court may enter such orders as it deems appropriate under applicable law and as required by the circumstances and equities of the Debtors’ Chapter 11 cases. Objections, if any, to the sale of the Assets pursuant to the terms of the agreement reached between the Debtors and the High Bidder shall: (1) be in writing; (2) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of Court for the United States Bankruptcy Court for the Middle District of Tennessee; (3) set forth the name of the objecting party, the nature and amount of any claims or interests held or asserted against the Debtors’ estates or properties, the basis for the objection and the specific grounds therefor; (4) shall be filed with the Clerk of the United States Bankruptcy Court for the Middle District of Tennessee on or before **4:00 p.m. (CST) on June 8, 2010**, or such later date and time as the Debtors may agree; and (5) be served so as to be received no later than **4:00 p.m. (CST)** on the same day upon:

- (i.) Sumner Regional Health Systems, Inc., et al., 555 Hartsville Pike, Gallatin, TN 37066 (Attn: Joseph Oriti);
- (ii.) Proskauer Rose LLP, 1585 Broadway, New York, NY 10036 (Attn: Jeffrey Levitan);
- (iii.) Proskauer Rose LLP, Three First National Plaza, 70 West Madison, Chicago, IL 60602-4342 (Attn: Jeff Marwil);
- (iv.) Frost Brown Todd LLC, 424 Church Street, Suite 1600, Nashville, TN 37219-2308 (Attn: Bobby Guy);
- (v.) Alston & Bird, 90 Park Avenue, New York, NY 10016-1387 (Attn: Martin G. Bunin);
- (vi.) Smythe & Puryear, 144 Second Ave., Suite 333, Nashville, TN 37201 (Attn: Daniel Hays Puryear);
- (vii.) Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111 (Attn: William W. Kannel);

- (viii.) Prochaska Thompson Ferraro & Quinn, P.C., 401 Church Street, Suite 2600, Nashville, TN 37219 (Attn: Joseph Prochaska); and
- (ix.) Waller, Lansden, Dortch & Davis, LLP, 511 Union St., Ste. 2700, Nashville, TN 37219 (Attn: John C. Tishler, Esq. and Robert P. Sweeter, Esq.).

**PLEASE TAKE FURTHER NOTICE** that this notice is subject to the fuller terms and conditions of the Bid and Sale Procedures Motion, the Bidding Procedures and the Bid and Sale Procedures Order, which shall control in the event of any conflict, and the Debtors encourage parties in interest to review such documents in their entirety. A copy of the Bid and Sale Procedures Motion may be obtained by written request to local bankruptcy counsel to the Debtors, Frost Brown Todd LLC, 424 Church Street, Suite 1600, Nashville, TN 37219-2308 (Attn: Bobby Guy). In addition, copies of the aforementioned pleadings may be found on the Bankruptcy Court's website, <https://ecf.tnmd.uscourts.gov>, and are on file with the Bankruptcy Court and available for inspection during regular business hours at the office of the Clerk of the Bankruptcy Court. Copies of these pleadings can also be viewed on the website of the Debtors' claims agent, Epiq Bankruptcy Solutions, LLC, at <http://www.dm.epiq11.com/sumner>.

[SIGNATURE PAGE FOLLOWS]

Dated: May 25, 2010

/S/ ROBERT A. GUY, JR., ESQ.  
FROST BROWN TODD LLC  
Robert A. Guy, Jr., Esq.  
424 Church Street, Suite 1600  
Nashville, Tennessee 37219  
Telephone: 615.251.5550  
Facsimile: 615.251.5551  
E-mail: bguy@fbtlaw.com

- and -

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201 East Fifth Street, Suite 2200  
Cincinnati, Ohio 45202  
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E-mail: jbwells@fbtlaw.com

- and -

PROSKAUER ROSE LLP  
Jeff J. Marwil, Esq.\*  
Three First National Plaza  
70 West Madison, Suite 3800  
Chicago, IL 60602-4342  
Telephone: 312-962-3550

- and -

Jeffrey W. Levitan, Esq.\*  
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1585 Broadway  
New York, NY 10036-8299  
Telephone: 212-969-3000

\*Admitted *Pro Hac Vice*

Proposed Counsel for the Debtors and Debtors in Possession

**Annex 1**

**Bid and Sale Procedures Order**

Dated: 05/18/10

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>Sumner Regional Health Systems, Inc., et</b>	)	<b>Case No. 3:10-bk-04766</b>
<b>al.<sup>1</sup></b>	)	
	)	<b>Jointly Administered</b>
<b>Debtors.</b>	)	
	)	
	)	

**ORDER (A) APPROVING BIDDING PROCEDURES FOR THE SALE OF  
SUBSTANTIALLY ALL THE DEBTORS' ASSETS, (B) SCHEDULING  
THE AUCTION, (C) SCHEDULING THE SALE HEARING, (D) APPROVING  
THE ASSUMPTION AND ASSIGNMENT PROCEDURES RELATED TO THE SALE,  
(E) AUTHORIZING PAYMENT OF THE BREAK-UP FEE AND EXPENSE  
REIMBURSEMENT AND (F) APPROVING THE FORM OF THE SALE NOTICE**

Upon the motion (the "Motion")<sup>2</sup> of Sumner Regional Health Systems, Inc. and the other above-captioned debtors and debtors-in-possession (the "Debtors"), dated May 1, 2010, requesting, among other relief, entry of an order (A) approving the Bidding Procedures,

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Sumner Regional Health Systems, Inc. (3738), Trousdale Medical Center, Inc. (5666), Frank T. Rutherford Memorial Hospital, Inc. (8987), SRHS Holdings, LLC (2680), Sumner Homecare and Hospice, LLC (4324), Family Wellness Group of Middle Tennessee, LLC (1860) and ClinicCare, LLC (6783).

<sup>2</sup> Each capitalized term used but not defined herein shall have the meaning ascribed thereto in the Motion.

(B) scheduling the Post-Petition Auction, (C) scheduling the Sale Hearing, (D) approving the Assumption and Assignment Procedures, (E) authorizing payment of the Break-Up Fee and Expense Reimbursement pursuant to the Stalking Horse APA and (F) approving the form of the Sale Notice; and notice of the Motion being proper and sufficient and all interested parties having been afforded an opportunity to be heard with respect to the Motion; and upon review and consideration of (i) the Motion, (ii) the arguments of counsel and evidence proffered or adduced at the hearing thereon (the "Bidding Procedures Hearing"), and (iii) the docket and proceedings in the above-captioned cases (the "Chapter 11 Cases"); and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest:

**THE COURT FINDS THAT:<sup>3</sup>**

A. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these Chapter 11 Cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory and rule-based predicates for the relief sought in the Motion are sections 105, 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014.

C. Notice of the Motion, Bidding Procedures Hearing and Sale Hearing having been given to the following parties is sufficient in light of the circumstances and the nature of the relief requested in the Motion: (a) the United States Trustee for the Middle District of Tennessee; (b) the Debtors' 20 largest unsecured creditors; (c) the Internal Revenue Service; (d)

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<sup>3</sup> Regardless of the heading under which they appear, any (1) findings of fact that constitute conclusions of law shall be conclusions of law and (2) conclusions of law that constitute findings of fact shall be findings of fact. All findings of fact and conclusions of law announced by the Court at the Hearing in relation to the Motion are incorporated herein to the extent not inconsistent herewith.

all parties known or reasonably believed to have asserted an encumbrance on any of the Assets; (e) the counterparties to each of the Potentially Assigned Contracts; (f) all persons or entities known or reasonably believed to have expressed an interest in acquiring the Assets; (g) all taxing and regulatory authorities having jurisdiction over any of the Assets, including the Tennessee Department of Health, the Tennessee Board of Pharmacy, the Tennessee Department of Mental Health and Developmental Disabilities, the Secretary of the United States Department of Health and Human Services, the Tennessee Department of Environment and Conservation, Tennessee Department of Finance and Administration (Bureau of TennCare), the Federal Communications Commission, the United States Environmental Protection Agency, the United States Department of Health and Human Services - the Centers for Medicare and Medicaid Services and the United States Drug Enforcement Administration, Tennessee Health Service & Development Agency, Kentucky Department of Medicaid Services, Indiana Family and Social Services Administration, Tennessee Department of Labor and Welfare Development; (h) the Attorney General for the State of Tennessee; and (i) all parties that have requested personal notice pursuant to Bankruptcy Rule 2002 (the “Notice Parties”).

D. The form of Sale Notice attached to the Motion as **Exhibit D** is reasonably calculated to provide all interested parties with timely and proper notice of the Sale, Sale Hearing and Post-Petition Auction.

E. The notice to counterparties to Potentially Assigned Contracts provided in accordance with the Assumption and Assignment Procedures is reasonably calculated to provide all counterparties to the Potentially Assigned Contracts with proper notice of the potential assumption and assignment of their executory contract or unexpired lease and any Cure Amounts associated therewith.



**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is approved in its entirety.
2. All objections to the relief requested in the Motion that have not been withdrawn, waived or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court, are overruled to the extent necessary to grant the relief contained herein.
3. The Bidding Procedures, in the form attached hereto, are approved and the Debtors are authorized to take any and all actions necessary and/or appropriate to implement the Bidding Procedures.
4. As provided in the Bidding Procedures, the Debtors shall conduct the Post-Petition Auction on June 14, 2010 at 11 a.m. at the offices of Frost Brown Todd LLC, 424 Church Street, Suite 1600, Nashville, Tennessee, or such other location as determined by the Debtors after consultation with Wells Fargo Bank, as Master Trustee, the Official Committee of Unsecured Creditors appointed in the above-captioned chapter 11 cases, and Sumner County, Tennessee.
5. In the event of a competing bid for the Assets, the Purchaser will be entitled to credit bid the amount of the Break-Up Fee and Expense Reimbursement, in the amount of expenses actually incurred through the date of the Auction, to its increased bids in accordance with the terms of the Bidding Procedures.
6. The Assumption and Assignment Procedures, substantially in the form attached to the Motion as **Exhibit C**, are approved and the Debtors are authorized to take any and all actions necessary and/or appropriate to implement such procedures.
7. The form of Sale Notice attached to the Motion as **Exhibit D** is hereby approved as sufficient.

8. If the Stalking Horse is not the High Bidder, then pursuant to the Stalking Horse APA, the Debtors are authorized to pay the Stalking Horse the Break-Up Fee and the Expense Reimbursement from the proceeds of the sale to the High Bidder.

9. Within five (5) business days after entry of this Order, the Debtors: (a) shall publish notice of the Sale, the time and place of the proposed Post-Petition Auction, and the time and place of the Sale Hearing in (i) a local newspaper, (ii) a local business publication, (iii) a national healthcare publication, if an appropriate publication is available and (iv) a national newspaper; and (b) shall send copies of this Order, the Sale Notice, the Bidding Procedures, and the Assumption and Assignment Procedures to the Notice Parties listed in paragraph C of this Order.

10. The Sale Hearing shall be conducted on June 15, 2010 at 1 p.m, prevailing Central time. The Debtors shall seek entry of an order at the Sale Hearing approving and authorizing the proposed Sale to the High Bidder on terms and conditions substantially consistent with the Stalking Horse APA, as amended or modified. If approved, the bid submitted by such bidder will be referred to as the “Successful Bid.” The Sale Hearing may be adjourned or rescheduled without notice other than by announcement of the adjourned date at the Sale Hearing.

11. Objections to the relief requested in the Motion, other than the relief granted herein, must: (i) be in writing and filed on the docket in the Chapter 11 Cases; (ii) comply with the Bankruptcy Rules; and (iii) be served upon the Debtors and Notice Parties so as to be received on or before 4:00 p.m., prevailing Central time, on June 8, 2010.

12. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

13. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 6006, 7062, 9014 or any other Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable.

14. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

15. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Order shall govern.

16. This Court shall retain jurisdiction to resolve any dispute relating to the interpretation of the terms and conditions of the Stalking Horse APA and this Order. To the extent any provisions of this Order shall be inconsistent with the Motion, the terms of this Order shall control.

**THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY  
AS INDICATED AT THE TOP OF THE FIRST PAGE.**

Prepared by:

/s/ Robert A. Guy, Jr.

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*Proposed Counsel for the Debtors*

\*Admitted *Pro Hac Vice*

## **BIDDING PROCEDURES**

## **BIDDING PROCEDURES**

Set forth below is the general process to be employed by the Seller (as defined below) with respect to the proposed sale (a “Sale”) of all or substantially all of the assets of the above-referenced debtors and debtors-in-possession (the “Assets”), pursuant to the asset purchase agreement (the “Stalking Horse APA”) dated as of April 30, 2010, by and among Sumner Regional Health Systems, Inc. (“SRHS”), Trousdale Medical Center, Inc. (“Trousdale”), Frank T. Rutherford Memorial Hospital, Inc. (“Rutherford”), SRHS Holdings, LLC (“Holdings”), Sumner Homecare and Hospice, LLC (“Homecare”), Sumner Regional EMS, LLC (“EMS”), Family Wellness Group of Middle Tennessee, LLC (“Wellness”), ClinicCare, LLC (“ClinicCare”), and together with SRHS, Trousdale, Rutherford, Holdings, Homecare, EMS and Wellness collectively, the “Debtors” or “Seller”), LifePoint Acquisition Corp. (the “Stalking Horse”) and Historic LifePoint Hospitals, Inc., or pursuant to a Qualified Bidder Purchase Agreement (as defined below), in accordance with the Debtors’ Motion for Orders: (I) (A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Scheduling an Auction, (C) Authorizing Payment of the Break-Up Fee and Expense Reimbursement, (D) Scheduling the Sale Hearing, (E) Approving the Assumption and Assignment Procedures Related to the Sale, and (F) Approving the Form of the Sale Notice; and (II) (A) Authorizing the Sale of Such Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (B) Authorizing and Approving Purchase Agreement, (C) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (D) Granting Related Relief (the “Bid and Sale Procedures Motion”).<sup>1</sup>

### **I. The Bidding Process**

Set forth below is the general process to be employed by the Seller with respect to the proposed Sale of the Assets:

- A. Any person interested in making an offer to purchase the Assets shall comply with these procedures.
- B. Only Qualified Bids (as defined below) shall be considered by the Debtors.
- C. If the Debtors do not receive a Qualified Bid other than the Stalking Horse APA prior to the Bid Deadline (as defined below), then the Stalking Horse’s offer to acquire the Assets under the Stalking Horse APA shall constitute the highest or otherwise best Qualified Bid (the “High Bid”).
- D. If the Debtors receive a Qualified Bid other than the Stalking Horse APA prior to the Bid Deadline, then the Debtors, after consultation with Wells Fargo Bank, as Master Trustee (the “Master Trustee”), the Official Committee of Unsecured Creditors (the “Committee”) appointed in the above-captioned chapter 11 cases, and Sumner County, Tennessee (the “County”), shall select a Qualified Bid as the High Bid after the Debtors have conducted the Post-Petition Auction (as defined

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<sup>1</sup> Each capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Bid and Sale Procedures Motion.

below) and considered, among other things, the total net consideration to be received by their estates as well as other financial and contractual terms relevant to the proposed Sale, including those factors affecting the speed and certainty of consummating the proposed Sale.

- E. If any High Bidder fails to consummate the Sale, and such failure is the result of a breach by the High Bidder, except to the extent provided in such bidders' marked agreement (or the Stalking Horse APA), the Seller specifically reserves the right to seek all available damages from such person. Upon failure to consummate the proposed Sale because of a breach on the part of the High Bidder after an order entered at the Sale Hearing (defined below), the Debtors shall be permitted, after consultation with the Master Trustee, the Committee, and the County, to select the next highest or otherwise best bid to be the High Bid and to consummate such transaction without further order of the Bankruptcy Court.
- F. In the event that the Bankruptcy Court approves any agreement that contemplates a transaction or series of related transactions, other than the transactions to be consummated under the Stalking Horse APA, pursuant to which a material portion of the Assets will be acquired by, or transferred to a High Bidder other than the Stalking Horse, then upon Seller's consummation of such a Sale, the Break-Up Fee and Expense Reimbursement shall be immediately paid to the Stalking Horse.
- G. The Good Faith Deposits of the High Bidder and the second highest bidder at the Post-Petition Auction (the "Second Highest Bidder") shall be retained by the Seller and held in escrow in an interest bearing account and all Qualified Bids will remain open, notwithstanding Bankruptcy Court approval of a Sale pursuant to the terms of a High Bid by a Qualified Bidder, until the earlier of (1) the closing of the Sale of the Assets, (2) the date that is thirty (30) days after entry of a Sale Order approving a Sale to the High Bidder, or (3) the date that is thirty-five (35) days after the Post-Petition Auction (the "Return Date"). On the Return Date, if the Seller has not completed a Sale to the High Bidder or Second Highest Bidder, so long as the failure to consummate a sale to the Second Highest Bidder is not the result of a breach by the Second Highest Bidder, the Seller shall return the Good Faith Deposit of the Second Highest Bidder, with accrued interest. The Seller shall return the Good Faith Deposits of all bidders other than the High Bidder and the Second Highest Bidder within five (5) business days after the Post-Petition Auction.
- H. By submitting a Bid, each Bidder shall be deemed to acknowledge: (i) that it is bound by these Bidding Procedures; (ii) that it had an opportunity to inspect and examine the Assets and all other pertinent information with respect to the Assets before submitting such Bid and that each such Bid is based solely on that review and upon each Bidder's own investigation and inspection; (iii) that it has consented to the core jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to the Post-Petition Auction and the construction and enforcement of any transaction documents relating to the

Bidder's Bid; and (iv) in making its Bid, such Bidder is not relying upon any written or oral statements, representations or warranties of the Debtors, their agents or representatives.

## **II. Participation Requirements**

- A. Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the sale process, each person (a "Potential Bidder") must deliver to the Debtors:
  - i. an executed confidentiality agreement in form and substance satisfactory to the Debtors; and
  - ii. current audited and unaudited financial statements or other financial information of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Assets, current audited financial statements or other financial information of the equity holder(s) of the Potential Bidder, or such other form of financial disclosure acceptable to the Debtors, after consultation with the Master Trustee, the Committee, and the County, demonstrating such Potential Bidder's ability to timely close the proposed transaction and to provide adequate assurance of future performance to counterparties to any executory contracts and unexpired leases to be assumed and assigned.
- B. A "Qualified Bidder" is (1) the Stalking Horse and, if applicable, (2) a Potential Bidder that delivers the documents described in subparagraphs A(i) and A(ii) above and that the Debtors, after consultation with the Master Trustee, the Committee and the County, determine is reasonably likely (based on the availability of financing, experience and other considerations) to submit a *bona fide* offer and to be able to consummate the proposed Sale if selected as the High Bidder. Two or more Potential Bidders may be deemed a Qualified Bidder if such Potential Bidders, considered in the aggregate, otherwise meet the foregoing criteria and so long as such bidders bid in good faith and do not violate section 363(n) of the Bankruptcy Code.
- C. The Debtors shall determine, after consultation with the Master Trustee, the Committee, and the County, whether a Potential Bidder is a Qualified Bidder and shall provide written notice of their determination to such Potential Bidder and to each Qualified Bidder at least twenty-four (24) hours prior to the Auction, when copies of the Initial Bid are circulated in accordance with paragraph IV.D. below.
- D. Each Potential Bidder shall comply with all reasonable requests for additional information by the Debtors or their advisors regarding such Potential Bidder's financial wherewithal to consummate and perform obligations in connection with a Sale. Failure by a Potential Bidder to comply with requests for additional information may be a basis for the Debtors to determine that such Bidder is not a Qualified Bidder.



### III. Due Diligence

Subject to the Debtors' receipt of an executed confidentiality agreement in form and substance satisfactory to them (unless already delivered in connection with the Pre-Petition Process), the Debtors shall afford each Potential Bidder access to a data room containing information regarding the Assets and may make reasonable requests for additional information from the Debtors. The Debtors shall not be obligated to furnish any due diligence information after the Bid Deadline, except to Qualified Bidders who have submitted Qualified Bids.

### IV. Bid Deadline and Requirements

- A. A "Qualified Bid" is (1) the Stalking Horse's offer to acquire the Assets pursuant to the Stalking Horse APA and, if applicable, (2) another Qualified Bidder's offer to acquire the Assets if such offer was received prior to the Bid Deadline and if such offer included each of the following (collectively, a "Bid Package"):
- i. An executed copy of an asset purchase agreement (including schedules and exhibits, the "Qualified Bidder Purchase Agreement"): (a) in clean and marked versions to reflect changes to the Stalking Horse APA; (b) irrevocable until the Return Date; and (c) for the purchase of substantially all of the Assets, "as is, where is," in exchange for a cash purchase price (the "Minimum Cash Amount") that exceeds the Purchase Price (as such term is defined in the Stalking Horse APA) by at least \$7,000,000 (the maximum Expense Reimbursement plus the Break-Up Fee plus a \$3,500,000 initial bid increment) and the assumption or otherwise equivalent value of at least the Assumed Liabilities (as such term is defined in the Stalking Horse APA). Executed copies of two or more asset purchase agreements may each be deemed a Qualified Bidder Purchase Agreement if, considered in the aggregate, such asset purchase agreements otherwise meet the foregoing criteria.
  - ii. Financial and other information setting forth adequate assurance of future performance (a) under section 365 of the Bankruptcy Code, with respect to any contracts that the bidder seeks to take assignment of (the "Assumed Contracts"), and (b) of any obligations arising under or in connection with any ERISA qualified plan (an "ERISA Plan") of the Debtors that such bidder seeks to assume, in each case in a form requested by the Debtors to allow the Debtors to serve such information within one (1) business day after such receipt on either counterparties to Assumed Contracts that have requested, in writing, such information or the Pension Benefit Guaranty Corporation, as appropriate, in connection with the proposed transaction.
  - iii. A good faith cash deposit (the "Good Faith Deposit") in the amount of 10% of the Minimum Cash Amount with respect to a Bid, in the form of a bank or certified check (or other form acceptable to the Debtors in its sole discretion) payable to such party as the Debtors may determine, which Good Faith Deposit shall be held in escrow or another segregated account,

not subject to any security interest or lien, and utilized in accordance with these Bidding Procedures.

- iv. A written statement that the bid is not conditioned on (a) obtaining financing or other financing contingencies or (b) the outcome of unperformed due diligence by the bidder or any other contingencies.
- v. If such information is not set forth in the Qualified Bidder Purchase Agreement, a statement as to whether or not such bidder intends to assume any ERISA Plan or any obligations arising under any ERISA Plan.

B. In order to be considered, Bid Packages must be received on or before 4:00 p.m., prevailing Central time, on June 10, 2010 (the "Bid Deadline") and, except as may be instructed otherwise with respect to the Good Faith Deposit, should be delivered to:

Proskauer Rose LLP  
Attn: Monte Dube and Jeff Marwil  
70 West Madison, Suite 3800  
Chicago, Illinois 60602  
Telephone: (312) 962-3550  
Facsimile: (312) 962-3551

and

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
Attn: William W. Kannel  
One Financial Center  
Boston, MA 02111  
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Facsimile: (617) 542-2241

and

Alston & Bird LLP  
Attn: Martin Bunin and Craig Freeman  
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and

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315 Deaderick Street, Suite 1100  
Nashville, TN 37238

- C. The Debtors, upon receipt of each Bid Package, shall distribute a copy of such Bid Package by electronic mail to counsel for the Stalking Horse, counsel for Wells Fargo Bank as Master Trustee, counsel to the Committee and counsel to the County.
- D. After the Bid Deadline, the Debtors shall, after consultation with the Master Trustee, the Committee and the County, determine which Qualified Bid represents the then highest or otherwise best value to the Debtors (the "Initial Bid"). At least twenty-four (24) hours prior to the Post-Petition Auction, the Debtors shall distribute copies of the Initial Bid to each Qualified Bidder.

**V. Post-Petition Auction**

If the Debtors receive a Qualified Bid other than that of the Stalking Horse, the Debtors will conduct an auction at which competitive bids can be made by Qualified Bidders in accordance with the terms of these Bidding Procedures (the "Post-Petition Auction"). The Post-Petition Auction shall take place at the offices of Frost Brown Todd LLC, 424 Church Street, Suite 1600, Nashville, Tennessee, or such other location as determined by the Debtors after consultation with the Master Trustee, the Committee, and the County, on June 14, 2010, commencing at 11:00 a.m. prevailing Central time. Subject to the "Reservation of Rights" set forth below, the Post-Petition Auction shall be governed by the following procedures:

- A. Only a Qualified Bidder (and the representatives of that Qualified Bidder designated in writing by the Qualified Bidder) who has submitted a Qualified Bid (including the Stalking Horse) shall be eligible to attend and participate at the Post-Petition Auction; provided further that, after consultation with the Master Trustee, the Committee and the County, the Debtor may deem a bidder qualified.
- B. Each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the proposed Sale and is not in violation of section 363(n) of the Bankruptcy Code.
- C. The Post-Petition Auction shall begin with the Initial Bid (which, as a Qualified Bid, will provide for at least the Minimum Cash Amount) and proceed in minimum additional increments of \$350,000.
- D. Each bid at the auction must meet each of the criteria of a Qualified Bid, other than the requirement that it be received prior to the Bid Deadline.
- E. The amount of the Expense Reimbursement, in the amount of expenses actually incurred through the date of the Auction, and Break-Up Fee may be added to and deemed a part of any bid of the Stalking Horse.

- F. All bids shall be placed on the record, which shall either be transcribed or videotaped, and each Qualified Bidder shall be informed of the terms of the previous bid.
- G. The Post-Petition Auction shall continue until there is only one offer that the Debtors, after consultation with the Master Trustee, the Committee and the County, determine is the High Bid. Without prejudice to any other party, in determining which Qualified Bid to select as the High Bid, the Debtors may consider, among other things: (1) the amount of the purchase price; (2) the form of consideration being offered; (3) the likelihood of the Qualified Bidder's ability to close a transaction and the timing thereof; and (4) the net benefit to the Debtors' estates, their creditors, and the impact of the Sale upon the community served by the Debtors. Before the conclusion of the Post-Petition Auction, the Debtors shall inform each of the Bidders of the decision regarding designation of the High Bid, and the Qualified Bidder who submitted such High Bid shall be required to execute a definitive asset purchase agreement at such time. In addition, the Qualified Bidder whose bid is chosen as the High Bid shall be required, within 24 hours of the conclusion of the Post-Petition Auction, to increase its Deposit to an amount equal to 10% of the aggregate amount of the High Bid. The Debtors shall present the High Bid to the Bankruptcy Court for approval at the Sale Hearing.
- H. The Debtors, in their reasonable discretion and after consultation with the Master Trustee, the Committee and the County, may adopt rules for the Post-Petition Auction at or prior to the Post-Petition Auction that, in the Debtors' reasonable discretion, will better promote the goals of the Post-Petition Auction and that are not materially inconsistent with any of the provisions of the Bid and Sale Procedures Order.

## **VI. Sale Hearing**

The Sale Hearing shall take place in the courtroom of Honorable Marian Harrison in the United States Bankruptcy Court for the Middle District of Tennessee, United States Customs House, 701 Broadway, Courtroom 3, 2nd Floor, Nashville, Tennessee on June 15, 2010 at 1 p.m. prevailing Central time. With the consent of the High Bidder, the Sale Hearing may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at the Sale Hearing or otherwise. At such Sale Hearing, the Debtors shall present the High Bid to the Bankruptcy Court for approval. A bid submitted by a Qualified Bidder that is approved by the Bankruptcy Court as the winning bid shall be referred to as the "Successful Bid."

## **VII. "As Is, Where Is"**

The sale of the Assets will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors, their agents, or estates, except, with respect to the Stalking Horse, to the extent set forth in the Stalking Horse APA and, with respect to a bidder with the High Bid, to the extent set forth in the relevant purchase agreement of such bidder, as approved by the Bankruptcy Court.

### **VIII. Reservation of Rights**

In addition to the rights set forth in section V.H., the Debtors may, after consultation with the Master Trustee, the Committee and the County, modify these Bidding Procedures or impose, at or prior to the Post-Petition Auction, additional customary terms and conditions on the proposed Sale of its assets if in its reasonable judgment such modifications would be in the best interests of the Debtors' estates and promote an open and fair sale process, so long as such modifications and/or additional terms are consistent with the provisions of the Stalking Horse APA.

NSHLibrary TMP.TMP 89600v1

## **Annex 2**

### **Assumption and Assignment Procedures**

## ASSUMPTION AND ASSIGNMENT PROCEDURES<sup>1</sup>

Set forth below are the assumption and assignment procedures (the “Assumption and Assignment Procedures”) to be employed with respect to the proposed Sale of the Assets contemplated by the Debtors as described in the Debtors’ Motion for Orders: (I) (A) Approving Bidding Procedures for the Sale of Substantially All Assets, (B) Scheduling an Auction, (C) Scheduling a Sale Hearing, (D) Approving Assumption and Assignment Procedures Related to the Sale, (E) Authorizing Payment of a Break-Up Fee and Expense Reimbursement and (F) Approving the Form of the Sale Notice; and (II) (A) Authorizing the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, Encumbrances and Other Interests, (B) Authorizing and Approving the Related Purchase Agreement, (C) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto and (D) Granting Related Relief, dated May 1, 2010 [Docket No. 7] (the “Motion”).

Pursuant to the Motion and Section 365 of the Bankruptcy Code, the Debtors have requested authority to assume and assign executory contracts and unexpired leases to the High Bidder, and upon such assumption and assignment, to be relieved of any liability under such Potentially Assigned Contracts arising after the closing of the Sale.

- A. Annexed hereto as Exhibit A is a listing of all contracts that the Debtors may seek to assume and assign to the High Bidder, as well as the Cure Amount (if any) that the Debtors propose to pay the counterparties to such contracts pursuant to Section 365 of the Bankruptcy Code in the event that the Debtors ultimately seek to assume and assign such contract. Where the Debtors were unable to determine the proper Cure Amount, the Debtors have indicated that the Cure Amount is “unknown.”
- B. Any objections (“Assignment Objections”) to the assumption and assignment of any Potentially Assigned Contract, including, but not limited to, objections relating to adequate assurance of future performance or to the Cure Amount set forth on Exhibit A hereto must be filed with the Bankruptcy Court and served upon the Notice Parties no less than three days prior to the Post-Petition Auction (the “Assignment Objection Deadline”). Unless the Debtors and a counterparty to a Potentially Assigned Contract with an “unknown” Cure Amount reach an agreement as to the proper Cure Amount prior to the Assignment Objection Deadline, such counterparty must file an Assignment Objection by the Assignment Objection Deadline. If such counterparty does not file a timely Assignment Objection, the Debtors shall not be obligated to pay any Cure Amount in connection with the assumption and assignment of such Potentially Assigned Contract.
- C. Within one business day after the completion of the Post-Petition Auction, the Debtors shall file a Notice of Assigned Contracts listing the Potentially Assigned Contracts that the Debtors actually seek to assume and assign to the High Bidder,

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<sup>1</sup> Each capitalized term used but not defined herein shall have the meaning ascribed thereto in the Motion (as the “Motion” is defined herein).

and shall serve the Notice of Assigned Contracts on each of the counterparties to the contracts listed thereon. The Notice of Assigned Contracts shall include the following statement:

Please be advised that upon transfer of a Potentially Assigned Contract, each counterparty to a Potentially Assigned Contract shall be barred, enjoined and prohibited from offsetting, seeking to offset, recoup, deduct or set-off any claims such party may have against the Debtors from any amounts that may be or may become due in the future to the High Bidder.

- D. Any counterparty failing to file an Assignment Objection by the Assignment Objection Deadline shall be forever barred from (1) objecting to the Cure Amount set forth on Exhibit 1 hereto with respect to its Potentially Assigned Contract; (2) seeking additional amounts arising under its Potentially Assigned Contract prior to the Closing from the Debtors or the High Bidder; and (3) objecting to the assumption and assignment of its contract to the High Bidder.
- E. Any Assignment Objections not consensually resolved prior to the Sale Hearing shall be heard at the Sale Hearing with any related Cure Amounts or adequate assurance of future performance being fixed by the Bankruptcy Court. All other objections to the proposed assumption and assignment of the Potentially Assigned Contracts will be heard at the Sale Hearing.
- F. Except as may otherwise be agreed to by all parties to a Potentially Assigned Contract, on or before the Closing, the cure of any defaults under Potentially Assigned Contracts necessary to permit assumption and assignment thereof in accordance with Bankruptcy Code section 365(b), shall be by (i) payment of the undisputed Cure Amount, (ii) payment of the Cure Amount judicially determined by the Bankruptcy Court to be the correct amount and/or (iii) establishment of a reserve with respect to any disputed Cure Amount. The party responsible for paying Cure Amounts shall be as set forth in the purchase agreement entered into between the Debtors and the High Bidder.



**Exhibit A to Assumption and Assignment Procedures**

**Potentially Assigned Contracts**

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
180 CONNECT HOUSE							\$ -	
1V SOLUTIONS							\$ -	
3M COMPANY							\$ -	
ABBOTT LABORATORIES, INC.							\$ -	
ACCESS EFORMS							\$ -	
ACCURATE MEDICAL SCREENING							\$ -	
ADVANCED DESIGN CONCEPTS							\$ -	
ADVANCED HEALTH SYSTEM							\$ -	
AETNA PHARMACY MANAGEMENT							\$ -	
AETNA US HEALTHCARE							\$ -	
AETNA US HEALTHCARE -HEALTHPARTNERS/HEALTHMASTERS							\$ -	
AFFILIATED CREDITORS, INC	Collection Agency Agreement				7/25/08	7/24/10		\$ 27,682.86
		SRM001-A	3/31/2010	26125			\$ 16,563.33	
		9352-1	3/31/2010	26123			\$ 5,753.96	
		RMCN01-A	3/31/2010	26099			\$ 2,442.08	
		TMC001-A	3/31/2010	26133			\$ 1,298.96	
		9382-1	3/31/2010	26097			\$ 783.71	
		RMCS01-A	3/31/2010	26100			\$ 314.92	
		9382-1	1/31/2010	25788			\$ 302.25	
		9355-1	3/31/2010	26009			\$ 61.72	
		9355-1	1/31/2010	25704			\$ 59.25	
		9370-1	3/31/2010	26134			\$ 38.00	
		9396-1	3/31/2010	26098			\$ 26.30	
		9393-1	3/31/2010	26135			\$ 25.08	
		9396-1	1/31/2010	25789			\$ 8.55	
		9368-1	3/31/2010	26124			\$ 4.75	
ALLSCRIPTS							\$ -	
AMERICAN CANCER SOCIETY							\$ -	
AMERICAN HEART ASSOCIATION							\$ -	
AMERICAN NATIONAL RED CROSS, TENNESSEE VALLEY REGION	Blood Services Agreement				4/1/09	3/31/12		\$ 79,349.08
		N019051800	4/20/2010	41293722			\$ 22,442.31	
		N019051800	4/13/2010	41289242			\$ 21,674.35	
		N019051800	4/27/2010	41295244			\$ 20,551.01	
		N019051800	4/30/2010	41298257			\$ 10,235.41	
		N019050600	4/27/2010	41295203			\$ 2,470.00	
		N019050600	4/20/2010	41293676			\$ 1,976.00	
		N019023450	4/27/2010	41295251			\$ 988.00	
		N019050600	4/13/2010	41289197			\$ 494.00	
		N019050600	4/13/2010	41289197			\$ 494.00	
		N019050600	4/30/2010	41298217			\$ (1,976.00)	
AMERICAN SECURITY BANK AND TRUST COMPANY							\$ -	
AMERIGROUP							\$ -	
AMERIHEALTH MERCY PERFORM RX							\$ -	
ANDERSON, SUSAN NP							\$ -	
ANIMAL WELLNESS CENTER							\$ -	
ANN HENDRICH, INC.							\$ -	
APHELION SOFTWARE							\$ -	
APPLIED ORTHOTIC SYSTEMS, INC.							\$ -	
APRIMA	NONE ON INVOICE		12/10/2009				Unknown	Unknown
AQUINAS COLLEGE							\$ -	
ARAMARK UNIFORM SERVICES	Allied Products Service Agreement- Sumner Station Mats				3/31/08	3/30/13		\$ 465.66
		16255001	4/12/2010	559-3782991			\$ 232.83	
		16255001	4/26/2010	559-3789174			\$ 232.83	
ARAMARK HEALTHCARE SUPPORT SERVICES, LLC	Management Services Agreement- EVS				10/1/03	9/30/12		\$ 74,739.19
		4836	4/30/2010	KC00720911			\$ 74,739.19	
ARAMARK UNIFORM SERVICES	Service Agreement-Plant Ops Uniforms SRMC							\$ 740.40
		6975001	4/28/2010	559-3790195			\$ 185.10	
		6975001	4/7/2010	559-3781210			\$ 185.10	
		6975001	4/14/2010	559-3784066			\$ 185.10	
		6975001	4/21/2010	559-3787373			\$ 185.10	
ARAMARK UNIFORM SERVICES	Allied Products Service Agreement- SRHS, Inc. Mats				8/28/06	8/27/11		\$ 2,452.83
		16240001	1/13/2010	559-3747511			\$ 200.73	
		16572001	1/13/2010	559-3747510			\$ 256.55	
		14334001	1/13/2010	559-3747512			\$ 370.44	
		16240001	4/21/2010	559-3787375			\$ 202.19	
		14334001	4/21/2010	559-3787376			\$ 370.44	
		13259003	4/13/2010	523-6291953			\$ 216.34	
		13259002	4/16/2010	523-6297578			\$ 134.13	
		13259001	4/20/2010	523-6301204			\$ 217.41	
		13259002	4/23/2010	523-6306696			\$ 134.13	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
ARAMARK HEALTHCARE SUPPORT SERVICES, INC. ARAMARK CLINICAL TECHNOLOGY SERVICES, LLC ARLEN TERMINALS, INC.		13259003	4/27/2010	523-6310297			\$ 216.34	
		13259002	4/30/2010	523-6315744			\$ 134.13	
							\$ -	
ARRAY SOFTWARE, INC.	License Agreement	NONE ON INVOICE	4/1/2010	T19845	8/20/01	8/19/10	\$ 439.00	\$ 439.00
ARS / RESCUE ROOTER							\$ -	
ASSISTMED, INC.							\$ -	
ASSOCIATED PATHOLOGISTS							\$ -	
AT&T	Advertising Contract				1/31/10	1/29/11		\$ 852.70
AT&T ADVERTISING SOLUTIONS	Advertising Contract	615 M30-9971 971	4/4/2010	M30-9971 APR10			\$ 691.80	
		615 M08-8323 317 0473	4/22/2010	M08-8323 APR10			\$ 160.90	
		9506308796-00000	4/22/2010				\$ 23.00	\$ 23.00
ATWELL-HICKS LLC							\$ -	
AUGUST, LEILA, M.D.							\$ -	
AVEGA							\$ -	
BADRU, ALEXANDER							\$ -	
BAKER, T. SCOTT, M.D.							\$ -	
BALL STATE UNIVERSITY							\$ -	
BAXTER HEALTHCARE CORP.	Equipment Lease 9197	None	4/2/2010	27066278		Month to Month	\$ 1,050.00	\$ 1,050.00
BAYER HEALTHCARE LLC							\$ -	
BEAN SPROUTS NEWBORN PHOTOGRAPHY, INC. DBA BEAN SPROUTS							\$ -	
BEASLEY TRUCKING							\$ -	
BELLSOUTH BUSINESS INTERNET SERVICE							\$ -	
BELLSOUTH TELECOMMUNICATIONS, INC.							\$ -	
BELMONT UNIVERSITY							\$ -	
BEST ANSWERING SERVICE							\$ -	
BEST PROPERTY MANAGEMENT, LLC							\$ -	
BIOMERIUX, INC.	Three (3) Year Reagent Agreement 180-114-20080826v2				5/27/09	5/26/12		\$ 2,307.00
		10613	4/12/2010	3256956			\$ 969.00	
		10613	4/12/2010	3256955			\$ 692.00	
		10613	4/12/2010	3256957			\$ 646.00	
BLAZINA, LINDA, PH.D.							\$ -	
BLUE CHIP TECHNOLOGIES							\$ -	
BLUE CROSS BLUE SHIELD OF TENNESSEE							\$ -	
BOC GASES							\$ -	
BON L MANUFACTURING COMPANY							\$ -	
BOSTON SCIENTIFIC							\$ -	
BOSTON SOFTWARE SYSTEMS							\$ -	
BOWLES FARMS, L.P.							\$ -	
BRADBURY, NANCY MD							\$ -	
BRADLEY'S EXTENDED CARE, INC.							\$ -	
BRANDYWOOD REHAB AND RETIREMENT CENTER							\$ -	
BRATTON, BLOMQUIST, LEFFERS, DEMOSS, CALAWAY, L.P.							\$ -	
BREAK THE CYCLE, INC.							\$ -	
BRENTWOOD SERVICES ADMINISTRATORS, INC							\$ -	
BRIDGES, DAVID MD							\$ -	
BROOKS TECH MANAGEMENT	Copier maint Agreement							\$ 341.51
		8191256	3/31/2010	45038			\$ 126.35	
		8191256	4/30/2010	45574			\$ 105.92	
		8191256	3/31/2010	45039			\$ 54.62	
		8191256	4/30/2010	45575			\$ 54.62	
BTE USA, LLC							\$ -	
C & S DUPLICATING SERVICES, INC.							\$ -	
CANEY FORK RADIOLOGY, PLLC DB/A RADIOLOGY GROUP							\$ -	
CARDINAL HEALTH PHARMACY SERVICES, L.L.C	Pharmacy Services Agreement				1/1/05	12/31/12		UNKNOWN
CARDINAL HEALTH 110, INC	Prime Vendor Agreement				1/1/08	12/31/10		UNKNOWN
CARDINAL HEALTH 200, INC	Optifreight Services Agreement				9/14/07	10/31/12		UNKNOWN
CARDINAL HEALTH, 301, INC.	Support Agreement Pyxis				3/15/06	3/14/11		UNKNOWN
CARDINAL HEALTH, 303, INC.	Equipment Lease				1/31/08	1/30/11		UNKNOWN
CARDINAL HEALTH, 414, INC.	Software License and Service Agreement				1/25/04	1/31/11		UNKNOWN
CAREALL HOME CARE SERVICES							\$ -	
CAREERSTAFF UNLIMITED							\$ -	
CAREERSTAFF UNLIMITED, TN DIVISION L.P.							\$ -	
CAREMARK RX							\$ -	
CAREY, JACK, M.D.							\$ -	
CARTHAGE FAMILY HEALTHCARE, INC.							\$ -	
CARTHAGE FAMILY PRACTICE SPECIALISTS, P.C.							\$ -	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
CARTHAGE GENERAL HOSPITAL							\$ -	
CARTHAGE MEDICAL CLINIC							\$ -	
CARVER TRUCKING							\$ -	
CENTENNIAL MEDICAL CENTER							\$ -	
CENTER CARE NETWORK							\$ -	
CENTER FOR COMPREHENSIVE SERVICES, INC.	Management Agreement-CCS/ABI Program				9/30/05	Expired	UNKNOWN	UNKNOWN
		None	6/30/2008	SRMC063008			UNKNOWN	
		None	7/31/2008	SRMC073108			UNKNOWN	
		None	8/31/2008	SRMC083108			UNKNOWN	
		None	9/30/2008	SRMC093008			UNKNOWN	
CENTER FOR HEALTHCARE QUALITY							\$ -	
CENTIMARK CORPORATION							\$ -	
CENTRAL BUSINESS GROUP							\$ -	
CHAFFIN, G SUMMERS MD							\$ -	
CHASE STAFFING COMPANY							\$ -	
CHRISTINE T. COLEMAN, M.D.							\$ -	
CIGNA HMO & PPO							\$ -	
CIGNA PHARMACY							\$ -	
CINTAS							\$ -	
CITADEL PROPERTIES V, L.L.C.	Real Property Lease-Outpatient Diagnostic Center	None			4/11/07	5/31/33	UNKNOWN	UNKNOWN
CITADEL PROPERTIES V, L.L.C.	Real Property Lease-Clinic Space Lease	None			4/11/07	5/31/33	UNKNOWN	UNKNOWN
CITIZEN'S BANK							\$ -	
CLAIMTRUST							\$ -	
CLIENTELE BY EPICOR							\$ -	
CMS, INC.							\$ -	
COLUMBIA MEDICAL GROUP - THE FRIST CLINIC, INC.							\$ -	
COMCAST							\$ -	
COMMUNITY PATHOLOGY LABORATORY, LLC D/B/A COOKEVILLE PATHOLOGY LABORATORY							\$ -	
COMPASS GROUP USA, INC							\$ -	
COMPLIANCE CONCEPTS, INC.							\$ -	
COMPORIUM PUBLISHING	Telephone Book advertising	615-735-1560-DTC0	4/1/2010	4/1/2010			\$ 53.00	\$ 53.00
COMPREHENSIVE CARE CENTER							\$ -	
COMPREHENSIVE MEDICAL BILLING SOLUTIONS							\$ -	
COMPREHENSIVE REIMBURSEMENT, INC							\$ -	
COMPSYCH CORPORATION							\$ -	
COMPUTER SCIENCES CORPORATION	Project Staff and Services Agreement	NONE ON INVOICE	4/15/2010	SRHS-M0410			\$ 250.00	\$ 250.00
CONVERGENT TECHNOLOGIES	Fire Alarm Monitoring	1005501	4/16/2010	31189	10/1/09	9/30/10	\$ - \$ 223.62	\$ - \$ 223.62
COOKEVILLE PATHOLOGY LABORATORY							\$ -	
COOKEVILLE REGIONAL MEDICAL CENTER							\$ -	
COUNTRY CROSSROADS RESTAURANT							\$ -	
COVIDIEN							\$ -	
CRANWARE, INC.							\$ -	
CREATIVE SOLUTIONS							\$ -	
CROCKETT- PHILLIPS CONSTRUCTION, INC.							\$ -	
CROTHALL LAUNDRY SERVICES, INC.	Textile Rental Services Agreement				4/20/06	4/19/11	\$ 1,667.38	\$ 10,315.47
		533309	4/26/2010	4000281			\$ 1,418.60	
		533309	4/5/2010	4000209			\$ 1,301.48	
		533309	4/19/2010	4000262			\$ 1,032.37	
		533309	4/12/2010	4000228			\$ 433.18	
		533311	4/19/2010	4000263			\$ 411.88	
		533290	4/12/2010	4000227			\$ 339.77	
		533311	4/12/2010	4000229			\$ 283.14	
		533311	4/26/2010	4000282			\$ 142.78	
		533290	4/26/2010	4000280			\$ 108.90	
		533290	4/19/2010	4000261			\$ 63.40	
		533312	3/29/2010	4000190			\$ 60.50	
		533312	3/22/2010	4000170			\$ 39.68	
		533312	2/22/2010	4000086			\$ 33.88	
		533312	2/8/2010	4000033			\$ 32.43	
		533312	4/12/2010	4000230			\$ 25.16	
		533312	3/8/2010	4000129			\$ 1,901.15	
		533309	5/3/2010	4000302			\$ 526.11	
		533290	5/3/2010	4000301			\$ 372.68	
		533311	5/3/2010	4000303				

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
		533312	5/3/2010	4000304			\$ 66.79	
		533312	4/26/2010	4000283			\$ 54.21	
CROWE HORWATH, LLP							\$ -	
CSI SOFTWARE, INC							\$ -	
CUMBERLAND ANESTHESIA, PLLC							\$ -	
CUMBERLAND RIVER HOSPITAL							\$ -	
CUMBERLAND UNIVERSITY							\$ -	
CURAMED STAFFING, LLC							\$ -	
CURASPAN							\$ -	
CURTIS BUILDERS, LLC							\$ -	
DAC BOND							\$ -	
DALTON, RHEA AND WILLIAM DALTON							\$ -	
DATA TRACK, INC.	Record Storage Agreement				2/3/03	2/2/11		\$ 11,118.73
		1009\BUSO	4/30/2010	0017387			\$ 1,094.79	
		04/01/10-04/30/10	4/30/2010	0017449			\$ 606.14	
		1009\ACCT	4/30/2010	0017385			\$ 491.19	
		1009\HR	4/30/2010	0017397			\$ 84.06	
		1032\ADMIN\HR	4/30/2010	0017448			\$ 31.54	
		1009\CORP	4/30/2010	0017391			\$ 19.98	
		1009\MKPR	4/30/2010	0017399			\$ 19.49	
		1009\MSTF	4/30/2010	0017401			\$ 12.01	
		1009\ADMN	4/30/2010	0017386			\$ 9.63	
		1009\VOL	4/30/2010	0017415			\$ 6.19	
		1009\RMGT	4/30/2010	0017410			\$ 6.19	
		1009\TRDEV	4/30/2010	0017413			\$ 3.28	
		1009\DSUP	4/30/2010	0017392			\$ 1.60	
		1009\IMREC	4/30/2010	0017400			\$ 5,789.25	
		1032\SCMREC	4/30/2010	0017450			\$ 2,053.95	
		None	4/30/2010	0017430-0017434			\$ 399.41	
		1009\HHLT	4/30/2010	0017395			\$ 164.19	
		1009\LAB	4/30/2010	0017398			\$ 51.69	
		1009\CHMS	4/30/2010	0017390			\$ 45.69	
		1009\IRAD\ONC	4/30/2010	0017408			\$ 36.40	
		1009\SLEEPLAB	4/30/2010	0017412			\$ 34.33	
		1009\QUAS	4/30/2010	0017407			\$ 34.22	
		1009\NUSR	4/30/2010	0017403			\$ 21.48	
		1009\SADM	4/30/2010	0017411			\$ 17.84	
		1009\NURS	4/30/2010	0017402			\$ 14.30	
		1009\PLTO	4/30/2010	0017406			\$ 13.83	
		1009\OR	4/30/2010	0017404			\$ 12.74	
		1009\PHYT	4/30/2010	0017405			\$ 10.92	
		1009\RESP	4/30/2010	0017409			\$ 8.75	
		1009\CARTER	4/30/2010	0017388			\$ 7.64	
		1009\UREV	4/30/2010	0017414			\$ 6.92	
		1009\HPLEX	4/30/2010	0017396			\$ 4.00	
		1009\ER	4/30/2010	0017394			\$ 3.64	
		1009\CCU	4/30/2010	0017389			\$ 1.09	
		1009\ENVS	4/30/2010	0017393			\$ 0.36	
DATASCOPE CORPORATION							\$ -	
DATX OHMEDA							\$ -	
DAVID LIPSCOMB UNIVERSITY							\$ -	
DAVITA							\$ -	
DAVOL, INC.							\$ -	
DEBOER, MATTHEW DO							\$ -	
DECK, MICHELE L.							\$ -	
DELTA DENTAL							\$ -	
DELTA IMAGING SYSTEMS, INC.							\$ -	
DELTA MEDICAL CONSULTING							\$ -	
DENNIS, KEVIN, M.D.							\$ -	
DEPARTMENT OF HEALTH AND HUMAN SERVICES							\$ -	
DEPUY ORTHOPAEDICS, INC.	Single Site Agreement				1/1/10	12/31/11		\$ 109,281.11
		339425	4/28/2010	2021458			\$ 5,500.00	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
		339425	4/28/2010	2021460			\$ 5,500.00	
		339425	4/28/2010	2021462			\$ 5,500.00	
		339425	4/28/2010	2021465			\$ 454.34	
		339425	4/29/2010	2027994			\$ 130.17	
		339425	4/28/2010	2021464			\$ 1,985.82	
		339425	4/1/2010	1942356			\$ 284.00	
		339425	4/1/2010	1942353			\$ 4,200.00	
		339425	4/1/2010	1942354			\$ 5,500.00	
		339425	4/1/2010	1942355			\$ 5,500.00	
		339425	4/9/2010	1963921			\$ 1,786.34	
		339425	4/13/2010	1973174			\$ 3,624.84	
		339425	4/19/2010	1989109			\$ 794.32	
		339425	4/21/2010	1998061			\$ 794.32	
		339425	4/26/2010	2011008			\$ 397.16	
		339425	5/10/2010	2056027			\$ 1,840.80	
DIALYSIS ASSOCIATES, LLC	Acute Dialysis and Therapeutic Apheresis Services agreement	None	4/10/2010	612855	1/15/07	1/14/11	\$ 28,965.05	\$ 57,287.03
		None	3/31/2010	612861			\$ 28,321.98	
DIALYSIS ASSOCIATES, LLC							\$ -	
DIEL, JACKIE, LPE							\$ -	
DILLARD INDUSTRIAL SERVICES							\$ -	
DILLER, RAEGAN M.D.							\$ -	
DILLON TRANSPORTATION, LLC							\$ -	
DIRECT COMP RX							\$ -	
DIVERSIFIED CLINICAL SERVICES	Clinical Wound Care with Hyperbaric Oxygen Therapy Consulting and Management Services Agreement	None	4/30/2010	DCS10-14069	8/28/06	8/27/11	\$ 51,690.80	113,774.48
		None	4/1/2010	DCS10-13782			\$ 62,083.68	
DLG RE, LLC							\$ -	
DOCUVOICE							\$ -	
DONALD EZUTEH							\$ -	
DR SYSTEMS							\$ -	
DT MCCALL & SONS							\$ -	
DURA							\$ -	
E.H.R. (EXECUTIVE HEALTH RESOURCES)	Standard Services Agreement	123321	4/30/2010	25685			\$ 22,680.00	\$ 24,710.00
		SRHS-RIVERVIEWREGNORTH	3/31/2010	24649			\$ 2,320.00	
		None	5/18/2010	25883			\$ (290.00)	
EAGLE TRUCKING							\$ -	
EATHERLY GROUP							\$ -	
ED MEDICAL, INC							\$ -	
EDCO							\$ -	
EFP							\$ -	
EIDSON, DWIGHT							\$ -	
ELECTRONIC REGISTRY SYSTEMS, INC.							\$ -	
ELSEVIER, INC.							\$ -	
EMC							\$ -	
EMERGENCY COVERAGE CORPORATION							\$ -	
EMERGENCY PHYSICIANS AT SUMNER, PLLC							\$ -	
EMS MEDICAL STAFFING SERVICES							\$ -	
END-STAGE RENAL DIALYSIS LABORATORY SERVICES							\$ -	
ENSERV							\$ -	
ENSURE TECHNOLOGIES							\$ -	
ENVISIONS/RX OPTIONS, INC.							\$ -	
ERLANGER							\$ -	
ESPION INTERNATIONAL							\$ -	
EXECUTIVE BENEFITS SERVICES							\$ -	
EXPRESS COURIER INTERNATIONAL, INC.	Service Agreement	55415	5/1/2010	330250	12/1/09	12/1/10	\$ -	\$ 4,515.28
		55415	4/17/2010	329683			\$ 1,515.50	
		55415	4/24/2010	329940			\$ 1,502.30	
		55415	5/1/2010	330172			\$ 1,482.30	
		50754	5/1/2010	330172			\$ 15.18	
FEDERAL COMMUNICATIONS COMMISSION							\$ -	
FIRST CALL							\$ -	
FIRST HEALTH -CCN							\$ -	
FLORIDA DRUG SCREENING							\$ -	
FOLEY SERVICES, INC							\$ -	
FOOT & ANKLE CENTERS OF MIDDLE TENNESSEE, INC.							\$ -	
FORCUM LANNOM CONTRACTORS							\$ -	
FORTIER							\$ -	
FORTUNE PERSONNEL CONSULTANTS OF CONCORD							\$ -	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
FROST-ARNETT COMPANY							\$ -	
FUNCTIONAL SOLUTIONS							\$ -	
GAILMARD, WILLIAM MD							\$ -	
GALLATIN CHILDREN'S CLINIC							\$ -	
GALLATIN HEALTH CARE ASSOCIATES							\$ -	
GALLATIN HEALTH CARE	Long Term Care Facility Agreement				12/1/07	11/30/10	\$ 67,745.55	
		None	3/31/2010	2824			\$ 5,087.12	
		None	3/31/2010	3260			\$ 4,991.37	
		None	4/30/2010	2824			\$ 4,907.60	
		None	4/30/2010	3260			\$ 4,811.85	
		None	3/31/2010	3054			\$ 4,097.83	
		None	3/31/2010	3766			\$ 3,948.23	
		None	3/31/2010	3115			\$ 3,864.96	
		None	3/31/2010	3890			\$ 3,788.83	
		None	3/31/2010	4133			\$ 3,779.83	
		None	4/30/2010	3890			\$ 3,646.90	
		None	4/30/2010	4133			\$ 3,637.90	
		None	4/30/2010	3441			\$ 3,489.49	
		None	3/31/2010	4071			\$ 3,362.83	
		None	4/30/2010	4071			\$ 3,220.90	
		None	3/31/2010	3441			\$ 1,874.40	
		None	3/31/2010	3820			\$ 1,851.75	
		None	4/30/2010	3054			\$ 1,846.18	
		None	4/30/2010	4329			\$ 1,655.52	
		None	4/30/2010	3115			\$ 1,283.36	
		None	3/30/2010	4014			\$ 837.04	
		None	3/31/2010	4204			\$ 681.66	
		None	3/31/2010	3795			\$ 279.00	
		None	3/31/2010	4304			\$ 279.00	
		None	4/30/2010	4304			\$ 270.00	
		None	4/30/2010	3795			\$ 252.00	
GALLATIN MINI STORAGE							\$ -	
GALLATIN UROLOGISTS							\$ -	
GALLATIN WOMEN'S CENTER, P.C.							\$ -	
GE HEALTHCARE							\$ -	
GE HEALTHCARE							\$ -	
GE HEALTHCARE FINANCIAL SERVICES							\$ -	
GEHA / PPO USA							\$ -	
GENERAL MAINTENANCE SUPPORT CONTRACTOR, INC.							\$ -	
GENTIVA CARECENTRIX							\$ -	
ENTRY LOGGING							\$ -	
GIBSON, RUSSELL, M.D.							\$ -	
GLOBAL HEALTHCARE EXCHANGE, LLC							\$ -	
GOLDBERG, DAVID, M.D.							\$ -	
GOLDEN LIVING							\$ -	
GORDONVILLE HARDWOODS							\$ -	
GORE CREATIVE TECHNOLOGIES WORLDWIDE							\$ -	
GRAEBEL							\$ -	
GRANT CEDAR MILL, LLC							\$ -	
GRAPHIC PACKAGING							\$ -	
GREAT-WEST HEALTHCARE							\$ -	
GREEN BANK							\$ -	
GREEN SURGERY CENTER, LLC							\$ -	
GRUTTER, PAUL W., M.D.							\$ -	
H & B PARTNERS							\$ -	
HAMILTON-RYKER							\$ -	
HAMPSHIRE REALTY, LLC	Management Agreement				6/1/07	5/31/10	\$ 198.84	
		None	5/1/2010	MAY			\$ -	
HARRIS, JASON							\$ -	
HARTSVILLE CABINET & MILLWORK							\$ -	
HARTSVILLE COMPREHENSIVE CARE CENTER							\$ -	
HARTSVILLE CONVALESCENT CENTER							\$ -	
HARTSVILLE/TROUSDALE COUNTY GOVERNMENT							\$ -	
HCCA INTERNATIONAL							\$ -	
HEALTH PLAN OF NEVADA, INC							\$ -	
HEALTHCARE PROVIDER SOLUTIONS							\$ -	
HEALTHSCOPE BENEFITS INC							\$ -	
HEALTHSPRING, INC							\$ -	
HEALTHSTREAM, INC.	Services and License Agreement				2/23/09	2/22/12	\$ 4,851.12	
		None	3/31/2010	HST000048678			\$ -	
HEARING HEALTH CENTER							\$ -	
HELEN S. HOUSE							\$ -	
HENDERSONVILLE HOSPITAL							\$ -	
HENDERSONVILLE LUNG & SLEEP CENTER							\$ -	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
HENDERSONVILLE NURSING HOME, LTD. HENSLEY, ANNE, NP							\$ -	
HIGHLAND MANOR NURSING HOME	Long Term Care Facility Agreement	Patient Name redacted	04/01/10-04/30/10		11/30/05	11/29/10	\$ 3,715.62	\$ 3,715.62
HIGH-TECH INSTITUTE							\$ -	
HMI CORPORATION	Inpatient/Outpatient Coders Quality Review Agreement	None	11/30/2009	11780	5/1/09	4/30/10	\$ 5,000.00	\$ 9,750.00
		None	4/23/2010	11904			\$ 4,750.00	
HODGES GROUP, INC.							\$ -	
HODGES, JAMES G AND NANCY D							\$ -	
HOLOGIC INC.							\$ -	
HOLOGIC INC.							\$ -	
HOME CARE COMPUTER SYSTEMS							\$ -	
HOME MEDICAL PRODUCTS, INC.							\$ -	
HOMETOWN RESPIRATORY CONSULTANTS, INC.	Equipment Rental Agreement				4/1/08	3/31/11	UNKNOWN	UNKNOWN
		None	3/31/2010	33231/113381			UNKNOWN	
		None	3/31/2010	27944/113436			UNKNOWN	
		None	3/31/2010	31215/113651			UNKNOWN	
		None	3/31/2010	35020/111985			UNKNOWN	
		None	3/5/2010	109977			UNKNOWN	
		None	3/19/2010	111977			UNKNOWN	
		None	3/31/2010	27944/113435			UNKNOWN	
		None	3/31/2010	34920/113501			UNKNOWN	
		None	3/5/2010	110024			UNKNOWN	
		None	4/23/2010	115380			UNKNOWN	
		None	2/25/2010	109973			UNKNOWN	
		None	4/1/2010	78966			UNKNOWN	
		None	3/31/2010	34920/113502			UNKNOWN	
		None	2/28/2010	31267/109776			UNKNOWN	
HOOPER, WAYNE							\$ -	
HOSPIRA WORLDWIDE, INC.							\$ -	
HOSPISCRIP SERVICES, LLC	Prescription Services Agreement	None	4/21/2010	107P-2147	4/10/08	4/9/11	\$ 6,333.70	\$ 12,217.72
		None	4/8/2010	106P-2147			\$ 5,884.02	
HQM OF WESTMORELAND, LLC							\$ -	
HUMANA							\$ -	
HUMANA & HUMANA TRICARE/CHAMPUS ALL CONTRACTS							\$ -	
HUNT, PHILIP MD							\$ -	
IATRIC SYSTEMS, INC.							\$ -	
ILIA, HANNA M.D.							\$ -	
IMED IMPACT							\$ -	
IMP, INC.D/B/A ORDER OPTIMIZER							\$ -	
INDEPENDENCE UNIVERSITY							\$ -	
INFUSION PARTNERS	Contract Provider Services Agreement				6/1/01	5/31/10		\$ 2,652.12
		Patient Name redacted	5/6/2010	1361755			\$ 437.76	
		Patient Name redacted	5/6/2010	1340617			\$ 437.76	
		Patient Name redacted	5/6/2010	1402210			\$ 383.04	
		Patient Name redacted	5/6/2010	1386027			\$ 383.04	
		Patient Name redacted	5/6/2010	1371556			\$ 353.88	
		Patient Name redacted	5/6/2010	1362000			\$ 328.32	
		Patient Name redacted	5/6/2010	1340625			\$ 328.32	
INTEGRITY HEALTH CARE							\$ -	
INTELLIGENT THERAPY STAFFING							\$ -	
INTEQ							\$ -	
INTERACTIVE CLINICAL SYSTEMS, INC.							\$ -	
INTERBIT DATA							\$ -	
INTERGRATED COMMERCIALIZATION SOLUTIONS, INC							\$ -	
IV SOLUTIONS							\$ -	
J&L FARMS							\$ -	
JACKSON COUNTY BOARD OF EDUCATION							\$ -	
JACKSON COUNTY HIGHWAY DEPARTMENT							\$ -	
JENKINS TRANSPORT							\$ -	
JERRY E. HENSLEY							\$ -	
JJWILD							\$ -	
JOHNSON CONTROLS, INC.							\$ -	
JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS							\$ -	
JOINT COMMISSION RESOURCES, INC.							\$ -	
JSI FUNDRAISING SYSTEMS, INC.							\$ -	
K & C PROPERTIES							\$ -	
KAUFMAN, HALL & ASSOCIATES, INC.							\$ -	



Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
KCI	Product Storage Program Agreement	927038	4/29/2010	11086769	4/24/09	4/23/11	\$ 196.38	\$ 328.38
		459160	5/4/2010	11067782			\$ 132.00	
KCI USA, INC.							\$ -	
KFC/TACO BELL							\$ -	
KNOLLWOOD MANOR							\$ -	
KRONOS	Software License and Services Agreement	None	4/29/2010	10520781	3/1/06	2/28/11	\$ 185.00	\$ 185.00
LABCORP	Contractor Stat Testing Agreement				6/5/07	6/4/10		\$ 24,037.77
		41830075	5/1/2010	31296958			\$ 11,914.87	
		41327180	5/1/2010	31296775			\$ 10,377.31	
		41872392	5/1/2010	31340928			\$ 699.57	
		41830520	5/1/2010	31340918			\$ 667.56	
		41830065	5/1/2010	31320704			\$ 363.46	
		41870005	5/1/2010	31534337			\$ 15.00	
LABCORP							\$ -	
LABYRINTH HEALTHCARE CONSULTING							\$ -	
LAMPTEY, AUBREY MD.							\$ -	
LANIER WORLDWIDE, INC							\$ -	
LAU, HENRY MD							\$ -	
LAWHORN, DAVID W., M.D.							\$ -	
LEADERNET SERVICES							\$ -	
LEAF FUNDING, INC.	Lease Agreement	011-5843876-001	4/5/2010	2333638			\$ 590.02	\$ 590.02
LEXICOMP							\$ -	
LEXISNEXIS							\$ -	
LIFEGAS							\$ -	
LIFETRUST AMERICA, INC							\$ -	
LIFEWATCH, INCORPORATED							\$ -	
LINCOLN MEMORIAL UNIVERSITY DEBUSK COLLEGE OF OSTEOPATHIC MEDICINE							\$ -	
LINK TO LIFE							\$ -	
LOVELL COMMUNICATIONS, INC							\$ -	
LPS INTEGRATION							\$ -	
LYLES, WILLIAM D., MD							\$ -	
MACON COUNTY GENERAL HOSPITAL							\$ -	
MACON COUNTY JAIL							\$ -	
MADISON HEALTHCARE AND REHABILITATION CENTER							\$ -	
MANAYAN, DR. REX							\$ -	
MAPLE STREET PROPERTIES, INC.							\$ -	
MARCUS SMITH / RICHARD THOMAS							\$ -	
MARILYN'S MIDWIFERY							\$ -	
MARSHALL, DR. ANDREW							\$ -	
MATHEWS, JEFFREY A., M.D.							\$ -	
MAURAS, DR. NORIDIA D.O.							\$ -	
MAXIM STAFFING							\$ -	
MCCLLOUD TERMITE & PEST CONTROL							\$ -	
MCKENNA CONSULTING							\$ -	
MCKESSON SPECIALTY ARIZONA, INC..							\$ -	
MCKESSON INFORMATION SOLUTIONS							\$ -	
MCKESSON HEALTH SOLUTIONS LLC	Software License and Services Agreement	1060199	4/30/2010	7001589825	4/13/08	4/12/11	\$ 1,580.50	\$ 2,689.32
		1060199	3/31/2010	7001577122			\$ 947.54	
		1004082	4/15/2010	7001581668			\$ 82.30	
		1004082	3/15/2010	7001564578			\$ 78.98	
MCKESSON INFOIRMATIONAL SOLUTIONS LLC	Software License and Services Agreement	1004082	9/2/2008	7001271576	11/8/05	11/7/10	\$ 15,650.00	\$ 96,401.80
		1004082	7/31/2008	7001260622			\$ 15,550.00	
		1004082	11/24/2008	7001318002			\$ 15,550.00	
		1004082	4/26/2009	7001396302			\$ 15,550.00	
		1004082	4/5/2010	7001577459			\$ 3,063.75	
		1004082	2/18/2009	7001365228			\$ 2,400.00	
		1004082	7/1/2009	7001430517			\$ 2,400.00	
		1004082	3/4/2010	7001558661			\$ 1,650.00	
		1004082	4/5/2010	7001577460			\$ 1,650.00	
		1004082	4/2/2009	7001386995			\$ 1,650.00	
		1004082	5/4/2009	7001400715			\$ 1,650.00	
		1004082	6/4/2009	7001414231			\$ 1,650.00	
		1004082	7/1/2009	7001430518			\$ 1,650.00	
		1004082	8/4/2009	7001442616			\$ 1,650.00	
		1004082	9/3/2009	7001463316			\$ 1,650.00	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount	
		1004082	10/2/2009	7001480390			\$ 1,650.00		
		1004082	11/4/2009	7001504028			\$ 1,650.00		
		1004082	12/3/2009	7001517141			\$ 1,650.00		
		1004082	1/4/2010	7001531946			\$ 1,650.00		
		1004082	2/4/2010	7001546045			\$ 1,650.00		
		1004082	2/4/2009	7001355435			\$ 1,100.00		
		1004082	3/4/2009	7001370626			\$ 1,100.00		
		1004082	11/25/2008	7001319855			\$ 913.97		
		1004082	8/4/2008	7001261906			\$ 550.00		
		1004082	9/4/2008	7001274360			\$ 550.00		
		1004082	10/2/2008	7001285978			\$ 550.00		
			1004082	7/25/2008	7001257214			\$ 24.08	
	MCKIBBEN CONSULTING							\$ -	
MD FIRM INC, THE							\$ -		
MEADOWS LANDSCAPING							\$ -		
MEADOWS, DR. JAMES, M.D.							\$ -		
MEADOWS, RICK							\$ -		
MEDASSETS, HSCA INC.							\$ -		
MEDASSETS, INC.	Software License and Service Agreement	500-20-01-0001	4/30/2010	127588	1/4/07	1/3/11	\$ 3,269.30	\$ 3,731.30	
		None	4/1/2010	125024			\$ 462.00		
MEDASSIST	Professional Services Agreement	SRMC01IP	3/31/2010	SRMC01IP 3/10	9/20/07	9/19/10	\$ 11,279.82	\$ 28,365.58	
		SRMC01IP	4/30/2010	4/1/10 - 4/30/10			\$ 9,445.99		
		SRMC01OP	3/31/2010	SRMC01OP 3/10			\$ 1,575.00		
		TMC01OP	3/31/2010	TMC01OP 3/10			\$ 1,400.00		
		SRMC01OP	4/30/2010	4/1/10 - 4/30/10			\$ 1,400.00		
		RRMC01OP	3/31/2010	RRMC01OP 3/10			\$ 1,050.00		
		RRMC01OP	4/20/2010	4/1/10 - 4/30/10			\$ 525.00		
		RRMC01IP	3/31/2010	RRMC01IP 3/10			\$ 459.77		
		TMC01IP	4/30/2010	4/1/10 - 4/30/10			\$ 378.00		
		TMC01OP	4/15/2010	4/1/10 - 4/30/10			\$ 350.00		
		TMC01IP	3/31/2010	TMC01IP 3/10			\$ 252.00		
		RRMC01IP	4/27/2010	4/1/10 - 4/30/10			\$ 250.00		
MEDCO HEALTH							\$ -		
MEDELA, INC.							\$ -		
MEDICAL EQUIPMENT SERVICES, INC.							\$ -		
MEDICAL IMAGING STAFFING SERVICES							\$ -		
MEDICAL INFORMATION TECHNOLOGY, INC.	Software License and Service Agreement	MIDAS	4/20/2010	2010-13299	various	various	UNKNOWN	UNKNOWN	
		02/01/10-02/28/10	2/1/2010	2010-03560			UNKNOWN		
		01/01/10-01/31/10	1/13/2010	2010-01539			UNKNOWN		
		None	4/1/2010	2010-10558			UNKNOWN		
		None	4/1/2010	2010-10557			UNKNOWN		
		None	4/1/2010	2010-10556			UNKNOWN		
		None	4/1/2010	2010-10559			UNKNOWN		
		None	4/1/2010	2010-10555			UNKNOWN		
MEDICAL REIMBURSEMENTS OF AMERICA, LLC	Financial Services Agreements	None	4/30/2010	14153	7/1/07	5/31/10	\$ 33,064.26	\$ 77,815.14	
		None	3/31/2010	13949			\$ 26,680.52		
		Apr-10	4/30/2010	14108			\$ 6,187.64		
		None	3/31/2010	13898			\$ 5,804.34		
		None	3/31/2010	13957			\$ 2,225.03		
		None	3/31/2010	13899			\$ 2,143.63		
		Apr-10	4/30/2010	14160			\$ 1,619.40		
		Apr-10	4/30/2010	14109			\$ 90.32		
MEDICAL SEARCH CONSULTANTS							\$ -		
MEDICAL SOFTWARE ASSOCIATES	Software and Technical Support Agreement	None	4/3/2010	15904	12/1/09	11/30/10	\$ 316.00	\$ 632.00	
		None	5/3/2010	16304			\$ 316.00		
MEDICAL SOFTWARE ASSOCIATES	Software and Technical Support Agreement	None	4/30/2010	16191			\$ 274.56	\$ 548.58	
		None	3/31/2010	15789			\$ 274.02		
MEDICARE CMS							\$ -		
MEDICARE(CMS) / MEDICAID							\$ -		
MEDI-SPAN							\$ -		
MEDMARK, INC.							\$ -		
MEDTOX LABORATORIES, INC		503076	4/30/2010	042010503076			\$ 313.75	\$ 351.40	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
MEDVANCE INSTITUTE		503096	4/30/2010	042010503096			\$ 37.65	
MEHARRY MEDICAL COLLEGE DEPARTMENT OF FAMILY AND COMMUNITY MEDICINE							\$ -	
METLIFE							\$ -	
MEWBOURNE, BRANDON MD							\$ -	
MICKI D'S PLAYHOUSE							\$ -	
MICROSOFT LICENSING, GP	Software license	0005111333	4/23/2010	PO 126101	4/1/10	3/31/11	UNKNOWN	UNKNOWN
		0005111333	4/27/10	9659332310			UNKNOWN	
MID STATE ENT							\$ -	
MIDASPLUS, INC							\$ -	
MIDDLE TENNESSEE NEPHROLOGY							\$ -	
MIDDLE TENNESSEE REHAB AT SUMNER							\$ -	
MIDDLE TENNESSEE SCHOOL OF ANESTHESIA							\$ -	
MIDDLE TENNESSEE STATE UNIVERSITY	Equipment Rental Agreement						\$ -	
MID-SOUTH LITHOTRIPSY ASSOCIATES, LP					12/1/00	12/1/10		\$ 30,600.00
		None	3/10/2010	10581			\$ 10,800.00	
		None	3/23/2010	10683			\$ 9,000.00	
		None	3/16/2010	10617			\$ 1,800.00	
		None	4/13/2010	10746			\$ 1,800.00	
		1002.913E	5/7/2010	10795			\$ 7,200.00	
MID-STATE ELECTRIC							\$ -	
MILESTONE HEALTHCARE, INC.	Rehab Management Agreement	7104758	4/30/2010	71047580110	4/2/04	4/1/13	\$ 30,372.00	\$ 30,372.00
MONROE CARELL JR. CHILDREN'S HOSPITAL AT VANDERBILT UNIVERSITY							\$ -	
MORSEY, INC.							\$ -	
MOSS, ANGELA, M.D.							\$ -	
MR. BUTLER TRUCKING, INC.							\$ -	
MSDS ON-LINE							\$ -	
MSLI, GP							\$ -	
MUELLER REFRIGERATION COMPANY, INC. AND OVERSTREET AND HUGHES							\$ -	
MULTIPLAN							\$ -	
MURPHY OIL #7449							\$ -	
NACHNANI, ANIL M.D.							\$ -	
NAI NASHVILLE							\$ -	
NANCY R. BARRETT, M.D., LLC							\$ -	
NASHVILLE ADJUSTMENT BUREAU	Collection Agency Agreement				9/1/09	8/31/10		\$ 13,597.21
		1372-2	3/31/2010	190536			\$ 4,885.18	
		2738-2	3/31/2010	190648			\$ 3,522.73	
		1376-2	3/31/2010	190540			\$ 1,485.26	
		1373-2	3/31/2010	190537			\$ 608.19	
		2739-2	1/31/2010	186133			\$ 475.00	
		2739-2	3/31/2010	190649			\$ 406.80	
		1375-2	3/31/2010	190539			\$ 400.95	
		2738-2	1/31/2010	186132			\$ 346.50	
		1376-2	1/31/2010	186019			\$ 310.97	
		2742-2	3/31/2010	190651			\$ 309.18	
		1375-2	1/31/2010	186018			\$ 261.96	
		1376-2	3/31/2010	190650			\$ 183.01	
		2743-2	3/31/2010	190652			\$ 91.33	
		1473-2	3/31/2010	190544			\$ 77.79	
		2742-2	1/31/2010	186135			\$ 75.33	
		2741-2	1/31/2010	186134			\$ 72.93	
		2463-1	11/30/2009	181921			\$ 52.35	
		2747-2	3/31/2010	190654			\$ 17.25	
		10A803-2	3/31/2010	190459			\$ 10.35	
		2747-2	1/31/2010	186138			\$ 2.25	
		1477-2	1/31/2010	186025			\$ 0.95	
		1477-2	3/31/2010	190545			\$ 0.95	
NASHVILLE CHEMICAL & EQUIPMENT CO., Inc.	Service Agreement	170	4/1/2010	130470	7/1/09	6/30/10	\$ 1,750.00	\$ 1,750.00
NASHVILLE MACHINE COMPANY, INC.	Service Agreement	SUM030	4/21/2010	98597	7/1/09	6/30/10	\$ 1,300.67	\$ 2,601.34
		SUM030	3/30/2010	98404			\$ 1,300.67	
NASHVILLE MACHINE ELEVATOR CO.,INC	Service Agreement				5/1/09	4/30/14		\$ 3,640.00
		SUM003	4/7/2010	30344			\$ 3,640.00	
NASHVILLE STATE TECHNICAL COMMUNITY COLLEGE							\$ -	
NATIONAL ASSOCIATION OF HOMECARE & HOSPICE							\$ -	
NATIONAL DISASTER MEDICAL SYSTEM							\$ -	
NATIONAL RECOVERY							\$ -	
NATIONAL TOXICOLOGY SPECIALISTS							\$ -	
NELLCOR PURITAN BENNETT, INC.							\$ -	
NEPHROLOGY ASSOCIATES							\$ -	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
NEUROMETRIC CENTER OF TENNESSEE							\$ -	
NHC HEALTH CARE - HENDERSONVILLE							\$ -	
NHC OF HENDERSONVILLE							\$ -	
NIHON KOHDEN							\$ -	
NIXON POWER SERVICES							\$ -	
NOVA BIOMEDICAL							\$ -	
NOVANET							\$ -	
NUCLEAR IMAGING MANAGEMENT CORPORATION							\$ -	
OCCUPATIONAL HEALTH RESEARCH, INC.							\$ -	
ODUNUSI, OLUFEMI MD							\$ -	
OLD TIME EXPRESS, INC							\$ -	
OLYMPIAN CONSTRUCTION COMPANY							\$ -	
OPTIMEDICAL SYSTEMS, INC.							\$ -	
ORCHID INTERNATIONAL							\$ -	
PASSPORT HEALTH COMMUNICATIONS, INC.	Software License and Service Agreement	101350	5/15/2010	INV000193421	10/7/05	10/6/10	\$ 5,773.88	\$ 5,773.88
PASSPORT HEALTH COMMUNICATIONS, INC.	Software License and Service Agreement	101350	4/30/2010	INV000189876	12/21/09	12/20/12	\$ 208.33	\$ 208.33
PATHGROUP							\$ -	
PATIENT PARTNERS SURGERY CENTER							\$ -	
PATIENT PARTNERS, LLC							\$ -	
PAYMENT AMERICA SYSTEMS, INC.	Collection Agency Agreement	None	3/31/2010	93251	10/1/09	9/30/10	\$ 2,025.81	\$ 17,797.19
		None	3/31/2010	93259			\$ 1,767.26	
		None	3/31/2010	93252			\$ 1,507.84	
		None	2/28/2010	92146			\$ 1,357.57	
		None	1/31/2010	90552			\$ 1,329.17	
		None	1/31/2010	91136			\$ 1,268.61	
		None	2/28/2010	92154			\$ 755.96	
		None	2/28/2010	92156			\$ 612.00	
		None	3/31/2010	92906			\$ 524.00	
		None	2/28/2010	92147			\$ 499.13	
		None	3/31/2010	93261			\$ 434.50	
		None	3/31/2010	92666			\$ 421.86	
		None	3/31/2010	93226			\$ 401.02	
		None	3/31/2010	93253			\$ 390.50	
		None	1/31/2010	91137			\$ 368.50	
		None	2/28/2010	92148			\$ 346.50	
		None	2/28/2010	91616			\$ 302.44	
		None	3/31/2010	92665			\$ 280.70	
		None	1/31/2010	90554			\$ 253.00	
		None	1/31/2010	90553			\$ 249.01	
		None	3/31/2010	93265			\$ 205.40	
		None	1/31/2010	91141			\$ 197.82	
		None	3/31/2010	93255			\$ 196.47	
		None	3/31/2010	92904			\$ 182.03	
		None	12/31/2009	89481			\$ 180.53	
		None	12/31/2009	89482			\$ 152.61	
		None	1/31/2010	91108			\$ 123.68	
		None	2/28/2010	92151			\$ 116.52	
		None	2/28/2010	91831			\$ 105.71	
		None	2/28/2010	92160			\$ 93.06	
		None	3/31/2010	93264			\$ 84.87	
		None	2/28/2010	91830			\$ 79.66	
		None	12/31/2009	89485			\$ 77.47	
		None	1/31/2010	91140			\$ 74.31	
		None	2/28/2010	92159			\$ 67.92	
		None	1/31/2010	90788			\$ 63.63	
		None	3/31/2010	92905			\$ 58.34	
		None	2/28/2010	92155			\$ 53.98	
		None	3/31/2010	92901			\$ 49.00	
		None	3/31/2010	92900			\$ 47.89	
		None	3/31/2010	93258			\$ 45.55	
		None	1/31/2010	90557			\$ 45.26	
		None	2/28/2010	92124			\$ 41.38	
		None	3/31/2010	93256			\$ 38.60	
		None	12/31/2009	89487			\$ 38.21	
		None	1/31/2010	90560			\$ 31.20	
		None	3/31/2010	93227			\$ 25.83	
		None	2/28/2010	91617			\$ 24.32	
		None	1/31/2010	90556			\$ 22.40	
		None	1/31/2010	90555			\$ 18.26	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
		None	2/28/2010	92158			\$ 17.10	
		None	2/28/2010	92150			\$ 17.01	
		None	1/31/2010	91112			\$ 15.33	
		None	1/31/2010	91139			\$ 14.25	
		None	1/31/2010	90792			\$ 13.30	
		None	1/31/2010	90558			\$ 9.76	
		None	1/31/2010	91142			\$ 9.47	
		None	2/28/2010	92126			\$ 8.55	
		None	3/31/2010	93230			\$ 8.55	
		None	1/31/2010	90562			\$ 8.00	
		None	3/31/2010	93260			\$ 7.42	
		None	12/31/2009	89486			\$ 6.40	
		None	2/28/2010	92153			\$ 5.60	
		None	1/31/2010	91111			\$ 5.11	
		None	1/31/2010	90559			\$ 4.00	
		None	1/31/2010	90561			\$ 4.00	
		None	12/31/2009	89484			\$ 3.20	
		None	1/31/2010	91113			\$ 2.85	
PEDIATRIC NEUROLOGY ASSOCIATES							\$ -	
PEEBLES, ROOSEVELT, M.D.							\$ -	
PEMBROOKE							\$ -	
PERFERRED HOSPITAL GROUP, INC							\$ -	
PFP							\$ -	
PGBA, LLC							\$ -	
PHARMA CARE							\$ -	
PHARMACY STAFFING SERVICES, INC.							\$ -	
PHCS							\$ -	
PHILIPS MEDICAL CAPITAL							\$ -	
PHILIPS MEDICAL SYSTEMS							\$ -	
PHYTEST, INC							\$ -	
PINKSTON, JOHN R. MD							\$ -	
PITNEY BOWES, INC	Rental Agreement				11/29/06	8/28/11		\$ 183.54
		8855257	4/3/2010	8855257-MR10			\$ 183.54	
PITNEY BOWES, INC	Rental Agreement				1/30/07	10/29/10		\$ 121.91
		8888837	4/3/2010	8888837-MR10			\$ 121.91	
PIZZA HUT							\$ -	
PHYSICIANS MANAGEMENT PROFESSIONALS, LLC	Billing Services Agreement				10/1/09	9/30/10		\$ 7,076.18
		None	4/30/2010	Apr-10			\$ 7,076.18	
PORTLAND FAMILY PRACTICE							\$ -	
PPO NEXT							\$ -	
PRECISION HEALTHCARE							\$ -	
PREMIER, INC.	Software License and Service Agreement				9/30/03	9/29/10		\$ 18,193.95
		TN0044	3/31/2010	BI00004705			\$ 10,967.42	
		TN0044	11/30/2009	BI00001125			\$ 2,625.00	
		TN0044	3/31/2010	BI00005143			\$ 2,625.00	
		TN0044	3/31/2010	BI00004910			\$ 1,976.53	
PRESS, GANEY ASSOCIATES, INC.	Service Agreement				6/20/02	6/19/10		\$ 8,517.60
		5498	3/31/2010	IN000094497			\$ 4,972.60	
		5498	3/31/2010	IN000094493			\$ 3,545.00	
PRESSTEK							\$ -	
PRICE CPAS, PLLC							\$ -	
PRIME HEALTH							\$ -	
PRINCIPAL EDGE NETWORK							\$ -	
PRINCIPAL FINANCIAL GROUP							\$ -	
PRINCIPAL LIFE INSURANCE COMPANY							\$ -	
PROFESSIONAL ADJUSTMENT SERVICE, INC							\$ -	
PROSPECT, INC							\$ -	
PROSTACARE, LLC							\$ -	
PROXIMITY TECHNOLOGY							\$ -	
PUBLIC SAFETY RADIO	Rental Agreement				12/15/03	12/14/10		\$ 190.00
		None	4/8/2010	1997			\$ 190.00	
PURYEAR FARMS							\$ -	
Q.E.D. MEDICAL PHYSICS, INC.							\$ -	
QM DATA SOLUTIONS, INC.							\$ -	
QST DATA SYSTEMS	Equipment Maint Agreement				6/1/07	5/31/10		\$ 295.05
		None	5/3/2010	857157-6070			\$ 295.05	
QUEST DIAGNOSTICS INCORPORATED	Laboratory Agreements				6/1/07	6/1/10		\$ 335.40
		00002747	4/27/2010	9133205433			\$ 335.40	
QUINTON CARDIOLOGY							\$ -	
R.M. MCCALED							\$ -	
RACKLEY ROOFING							\$ -	
RAI CARE CENTERS OF GALLATIN I, LLC							\$ -	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
RANDSTAD PROFESSIONALS US, LP D/B/A CLINICAL ONE							\$ -	
RDS MEDICAL RECRUITING							\$ -	
RDW PROPERTIES							\$ -	
REDASH, ALLAN W MD							\$ -	
REDDY, DR. PRANAHITHA							\$ -	
REED, FLOYD MD.							\$ -	
REICHERT, PAIGE H MD							\$ -	
RICOH AMERICAS CORPORATION	Service Agreements							UNKNOWN
		370646	4/30/2010	408744550			UNKNOWN	
		370646	4/30/2010	408744560			UNKNOWN	
		370646	4/30/2010	408744564			UNKNOWN	
		370646	4/30/2010	408744567			UNKNOWN	
		370646	4/30/2010	408744568			UNKNOWN	
		370646	4/30/2010	408744566			UNKNOWN	
		370646	4/30/2010	408744569			UNKNOWN	
		370646	4/30/2010	408744575			UNKNOWN	
		370646	4/30/2010	408744581			UNKNOWN	
		370646	4/30/2010	408744583			UNKNOWN	
		370646	4/30/2010	408744584			UNKNOWN	
		370646	4/30/2010	408744565			UNKNOWN	
		370646	5/1/2010	408856246			UNKNOWN	
		370646	5/1/2010	408856247			UNKNOWN	
		370646	5/1/2010	408856248			UNKNOWN	
		370646	5/1/2010	408855501			UNKNOWN	
		None	3/31/2010	408442725			UNKNOWN	
		None	3/31/2010	408442724			UNKNOWN	
		None	3/31/2010	408442726			UNKNOWN	
		None	3/31/2010	408442722			UNKNOWN	
		None	4/1/2010	408535877			UNKNOWN	
		None	4/1/2010	408535879			UNKNOWN	
		None	4/1/2010	408537393			UNKNOWN	
		None	4/2/2010	408620798			UNKNOWN	
RIDGETOP HAVEN HEALTH CARE CENTER							\$ -	
RIVER PARK HEALTH CARE CENTER							\$ -	
RJ YOUNG COMPANY	Rental Agreement				1/1/05	12/31/09		\$ 1,958.01
		10M485	3/30/2010	812010			\$ 505.65	
		10M485	1/29/2010	793533			\$ 498.18	
		10M485	2/26/2010	802703			\$ 498.18	
		10M485	4/28/2010	821839			\$ 456.00	
ROBBINS PROPERTIES I, LLC							\$ -	
ROCHE DIAGNOSTICS CORPORATION	Equipment Support & Service Agreement				1/9/07	1/8/12		\$ 195.00
		None	4/21/2010	901265170			\$ 195.00	
ROOFIX, INC.							\$ -	
ROSE, WARREN PA							\$ -	
ROSS-RICHTER.COM, LLC							\$ -	
ROYAL CARE OF WESTMORELAND							\$ -	
RUSS GIBSON, M.D.							\$ -	
RX HOME MEDICAL							\$ -	
RX SOLUTIONS							\$ -	
RX STAFF, LLC							\$ -	
RXAMERICA, LLC							\$ -	
S & G ASSOCIATES, INC.							\$ -	
SAFETY NATIONAL							\$ -	
SAINT THOMAS HOSPITAL							\$ -	
SALVUS, INC.							\$ -	
SAMSON, BIEN MD.							\$ -	
SANDERSON FUNERAL HOME							\$ -	
SCHEDULING.COM, INC.	Service Agreeemnt				3/21/08	3/20/11		\$ 250.80
		None	3/31/2010	IN17412			\$ 250.80	
SCRIPT CARE LTD.							\$ -	
SEI INVESTMENTS							\$ -	
SENTRY DATA SYSTEMS, INC	Software License and Service Agreement				1/26/10	1/25/13		\$ 4,000.00
		None	4/19/2010	SRMC0001-04/19			\$ 4,000.00	
SERVPRO INDUSTRIES							\$ -	
SESAC, LLC							\$ -	
SHARED HOSPITAL SERVICES CORPORATION							\$ -	
SHRED-IT-NASHVILLE	Service Agreement				5/1/08	5/1/11		\$ 4,230.15
		None	4/28/2010	14012999285			\$ 594.00	
		None	3/24/2010	14012999280			\$ 552.00	
		None	3/31/2010	14012999281			\$ 552.00	
		None	4/7/2010	14012999282			\$ 552.00	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
		None	4/14/2010	14012999283			\$ 552.00	
		None	4/21/2010	14012999284			\$ 552.00	
		None	1/11/2010	14013020325			\$ 174.15	
		None	3/17/2010	14013001575			\$ 114.00	
		None	3/31/2010	14013001576			\$ 96.00	
		None	4/28/2010	14013001578			\$ 96.00	
		None	4/14/2010	14013001577			\$ 90.00	
		None	3/29/2010	14012999366			\$ 48.00	
		None	4/12/2010	14012999367			\$ 48.00	
		None	4/26/2010	14012999368			\$ 48.00	
			4/14/2010	14013001190			\$ 36.00	
			4/28/2010	14013001191			\$ 36.00	
		None	3/22/2010	14013007367			\$ 36.00	
		None	4/5/2010	14013007368			\$ 18.00	
		None	3/22/2010	14013006188			\$ 9.00	
		None	4/5/2010	14013006189			\$ 9.00	
		None	2/5/2010	14013013799			\$ 6.00	
		None	3/19/2010	14013013802			\$ 6.00	
		None	4/19/2010	14013006190			\$ 6.00	
SIEMENS HEALTHCARE DIAGNOSTICS INC	Diagnostic Supplies Purchasing Agreements				5/23/08	5/22/13		\$ 30,542.67
		177204	5/3/2010	292257957			\$ 3,375.68	
		145168	4/2/2010	292226226			\$ 28,661.22	
		190789	4/6/2010	292230916			\$ 14,730.59	
		177204	4/1/2010	292224964			\$ 3,775.18	
		162983	3/30/2010	296004495			\$ (20,000.00)	
SIEMENS HEALTHCARE DIAGNOSTICS INC	Equipment Lease				8/5/09	8/4/12		\$ 5,344.91
		177204	4/13/2010	292236939			\$ 1,974.89	
		177204	4/13/2010	292236893			\$ 1,457.00	
		162983	4/1/2010	292225074			\$ 881.09	
		162983	4/2/2010	292226225			\$ 640.53	
		190789	4/7/2010	292231829			\$ 391.40	
SIMS, BEVERLY							\$ -	
SMITH & NEPHEW, INC							\$ -	
SMITH COUNTY AMBULANCE SERVICE, INC.							\$ -	
SMITH COUNTY BOARD OF EDUCATION							\$ -	
SMITH COUNTY HEALTH CARE CENTER							\$ -	
SMITH COUNTY HEALTHCARE EMPLOYER							\$ -	
SMITH COUNTY HIGHWAY DEPARTMENT							\$ -	
SMITH COUNTY JAIL							\$ -	
SMITH COUNTY MAYOR'S OFFICE							\$ -	
SMITH UTILITY DISTRICT							\$ -	
SOUND SOLUTIONS	Advertising Contract				7/5/05	7/4/10		\$ 176.28
		None	4/10/2010	11683			\$ 176.28	
SOURCECORP HEALTHSERVE RADIOLOGY, INC.	Service Agreement				3/10/08	4/30/11		\$ 6,611.04
		TNRVNR	4/28/2010	029632			\$ 732.98	
		None	3/28/2010	29546			\$ 1,053.69	
		None	3/8/2010	29547			\$ 418.08	
		TNSUMN	4/28/2010	029638			\$ 3,703.12	
		TNTRUS	4/28/2010	029673			\$ 362.48	
		TNSUMN	3/28/2010	029572			\$ 190.39	
		TNSUMN	4/28/2010	029732			\$ 150.30	
SOUTH CARTHAGE POLICE DEPARTMENT							\$ -	
SOUTHEASTERN SOUND, INC.							\$ -	
SOUTHEASTERN TELECOM, INC.	Utility Service Agreements				3/9/08	3/8/11		\$ 82.77
		NASUM065	4/30/2010	322982			\$ 82.77	
SOUTHEASTERN TELECOM, INC.	Utility Service Agreements				5/13/06	2/27/11		\$ 1,292.40
		SUMNERR	4/5/2010	323705			\$ 1,292.40	
SOUTHEASTERN TELECOM, INC.	Utility Service Agreements				4/12/08	4/11/11		\$ 159.60
		SUMNERR	4/5/2010	323758			\$ 159.60	
SOUTHEASTERN TELECOM, INC.	Utility Service Agreements				6/27/09	6/26/10		\$ 106.40
		None	4/5/2010	323820			\$ 106.40	
SOUTHERN SPORTS MEDICINE INSTITUTE							\$ -	
SOUTHERN SPORTS MEDICINE INSTITUTE, PLLC D/B/A GRUTTER ORTHOPAEDICS, LLC							\$ -	
SPEYER, MATTHEW T., M.D.							\$ -	
SRHS BEECH STREET LOA							\$ -	
SRHS SIGNATURE HEALTH ALLIANCE							\$ -	
SSI GROUP, INC.							\$ -	
SST COMMUNITY HEALTH, LLC							\$ -	
STATE OF TENNESSEE BUREAU OF HEALTH SERVICES							\$ -	
STATE OF TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE							\$ -	
STATE OF TENNESSEE DEPARTMENT OF HEALTH							\$ -	
STATE OF TENNESSEE DEPARTMENT OF HEALTH AND ENVIRONMENT MEDICAL ASSISTANCE							\$ -	

Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
STEELTEK BUILDING SYSTEMS							\$ -	
STERIS CORPORATION							\$ -	
STHS HEART, LLC							\$ -	
SUDHEENDRA, RAMEGOWDA, M.D.							\$ -	
SUMMIT MEDICAL CENTER							\$ -	
SUMNER ANESTHESIA ASSOCIATES, INC.							\$ -	
SUMNER COUNTY BOARD OF EDUCATION							\$ -	
SUMNER COUNTY EMS	Medical Transport Agreement				9/18/03	9/17/10		\$ 982.00
		911086	8/28/2009	23211			\$ 169.00	
		911076	8/28/2009	23211			\$ 169.00	
		105172	4/15/2010	27796			\$ 149.00	
		None	4/12/2010	105030			\$ 99.00	
		None	4/15/2010	105171			\$ 99.00	
		None	4/20/2010	105415			\$ 99.00	
		None	4/20/2010	105431			\$ 99.00	
		None	4/23/2010	105586			\$ 99.00	
SUMNER COUNTY RISK MANAGEMENT							\$ -	
SUMNER COUNTY SHERIFF DEPARTMENT							\$ -	
SUMNER MEDICAL GROUP, PLLC							\$ -	
SUMNER MEDICAL PLAZA, LLC							\$ -	
SUMNER RADIOLOGY, P.C.							\$ -	
SUMNER ROOFING							\$ -	
SYNERGY							\$ -	
SYNTHESE	Equipment Rental Agreement				9/1/09	9/1/10		Unknown
		463970	4/27/10	11899067RI			Unknown	
		463970	4/28/10	11902579RI			Unknown	
		463970	4/30/10	11915490RI			Unknown	
		463970	4/28/2010	11903192RI			Unknown	
		463970	4/28/2010	11903191RI			Unknown	
		463970	4/28/2010	11902570RI			Unknown	
		463970	4/28/2010	11902568RI			Unknown	
		463970	4/5/2010	11841346RI			Unknown	
		463970	4/5/2010	11841202RI			Unknown	
		463970	4/5/2010	11841352RI			Unknown	
		463970	4/7/2010	11849535RI			Unknown	
		463970	4/19/2010	11877342RI			Unknown	
		463970	4/23/2010	11891045RI			Unknown	
SYSMEX AMERICA, INC.	Equipment Purchase Agreement				2/1/10	1/31/13		\$ 2,033.20
		2001002622	4/23/2010	90270209			\$ 2,033.20	
TAVOCA INC.	Software License and Service Agreement				7/1/07	6/1/10		\$ 148.83
		None	5/1/2010	52263-245019			\$ 148.83	
TENNCARE							\$ -	
TENNESSE MEDICAL PARTNERS, LLC	Real Property Lease				11/15/07	11/14/12		\$ 807.46
		None	5/14/2010	271			\$ 807.46	
TENNESSEE CLINICAL PLACEMENT PARTNERSHIP							\$ -	
TENNESSEE DEPARTMENT OF AGRICULTURE							\$ -	
TENNESSEE DEPARTMENT OF HEALTH							\$ -	
TENNESSEE DONOR SERVICES							\$ -	
TENNESSEE HEART AND VASCULAR INSTITUTE							\$ -	
TENNESSEE HOSPITAL ASSOCIATION	Service agreements							Unknown
		1501SR	2/24/2010	27623			Unknown	
		148SR	2/24/2010	27622			Unknown	
		140SR	2/24/2010	27608			Unknown	
TENNESSEE INDUSTRIAL							\$ -	
TENNESSEE MEDICAL PARTNERS, LLC							\$ -	
TENNESSEE MINI-STORAGE	Storage Agreement					Month to month		522.00
		Space 1032	4/20/2010				\$ 261.00	
		Space 1028	4/20/2010				\$ 261.00	
TENNESSEE ONCOLOGY							\$ -	
TENNESSEE ORTHOPAEDIC ALLIANCE, P.A.							\$ -	
TENNESSEE ORTHOPEDICS							\$ -	
TENNESSEE STATE UNIVERSITY							\$ -	
TENNESSEE TECHNOLOGICAL UNIVERSITY							\$ -	
TENNESSEE TECHNOLOGY CENTER AT HARTSVILLE							\$ -	
TF GLOBAL GASKET							\$ -	
THA SOLUTIONS GROUP							\$ -	
THE CARLISLE GROUP							\$ -	
THE CENTER FOR HEALTHCARE QUALITY							\$ -	
THE EYE CENTER							\$ -	
THE FRIST CLINIC							\$ -	
THE HEART GROUP, PLLC							\$ -	
THE PALACE							\$ -	



Contract Counter Party	Contract Type	Vendor Account Number	Invoice Date	Invoice Number	Effective Date	Expiration Date	Cure Detail	Cure Amount
THE PEPSI BOTTLING GROUP THE PLACE							\$ - \$ -	
THE SSI GROUP, INC	Software License and Service Agreement	None	4/30/2010	139127	4/7/10	4/6/69	\$ 800.00	\$ 800.00
THE STATE OF TENNESSEE, TENNCARE BUREAU							\$ -	
THOMAS L. GAUTSCH, M.D.							\$ -	
TIFF ARNOLD PAVING COMPANY							\$ -	
TMESYS, INC.							\$ -	
TOM ARNOLD CONSTRUCTION							\$ -	
TOSHIBA AMERICA MEDICAL SYSTEMS, INC.							\$ -	
TOWN OF WESTMORELAND							\$ -	
TRACTMANAGER, INC.	Software License and Service Agreement	None	4/1/2010	040110-6097	9/1/04	8/31/10	\$ 3,790.90	\$ 3,790.90
TRACTOR SUPPLY STORE							\$ -	
TREVECCA NAZARENE COLLEGE PHYSICIAN ASSISTANT PROGRAM							\$ -	
TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION							\$ -	
TRI-STAR ALUMINUM							\$ -	
TROUSDALE COUNTY BOARD OF EDUCATION							\$ -	
TROUSDALE COUNTY GOVERNMENT							\$ -	
TROUSDALE COUNTY HIGH SCHOOL							\$ -	
TROUSDALE COUNTY JAIL							\$ -	
TROUSDALE COUNTY PROBATION SERVICES							\$ -	
TROUSDALE SENIOR LIVING CENTER							\$ -	
TVA GALLATIN FOSSIL PLANT							\$ -	
TYCO							\$ -	
TYCO HEALTHCARE							\$ -	
UDSMR							\$ -	
UHC & AMERICHoice							\$ -	
UNIFIRST CANADA, LTD.							\$ -	
URGENT CARE OF GALLATIN							\$ -	
UROLOGY ASSOCIATES (DR. WORKMAN)							\$ -	
U-STOR-IT							\$ -	
VACO, LLC							\$ -	
VANCE, STACEY DROTT, M.D.							\$ -	
VANDERBILT CHILDREN'S HOSPITAL							\$ -	
VANDERBILT UNIVERSITY	Lab Medical Provider Agreement	SUMNX	5/3/2010	19033			UNKNOWN	UNKNOWN
VANDERBILT UNIVERSITY MEDICAL CENTER							\$ -	
VARNADO, CAROL, M.D.							\$ -	
VERIZON WIRELESS							\$ -	
Virtual Radiologic Professionals of Minnesota, P.A.					2/21/08	4/11/10	UNKNOWN	UNKNOWN
		412-2	4/30/2010	201040674			UNKNOWN	UNKNOWN
		412-1	3/31/2010	201030673			UNKNOWN	UNKNOWN
		412-1	4/30/2010	201040673			UNKNOWN	UNKNOWN
VISIONSHARE, INC.							\$ -	
VOLUNTEER STATE COMMUNITY COLLEGE							\$ -	
WAGNER PROPERTY							\$ -	
WALGREENS HOME CARE, INC							\$ -	
WALKER HEARING SERVICES							\$ -	
WASTE MANAGEMENT							\$ -	
WATSON, DR. MARSHALL							\$ -	
WATTS HAPPENING, LLC							\$ -	
WEAVER, LANCE MD							\$ -	
WELLNESS, INC.							\$ -	
WESTAT							\$ -	
WESTERN KENTUCKY UNIVERSITY							\$ -	
WESTMORELAND CARE AND REHABILITATION CENTER							\$ -	
WESTMORELAND FAMILY CLINIC							\$ -	
WHP HEALTH INITIATIVES, INC.							\$ -	
WIEGAND, TONI							\$ -	
WINDSOR HEALTH PLANS OF TENNESSEE							\$ -	
WOLTERS PROPERTY							\$ -	
WOODBURY CLINICAL LABORATORY, INC.							\$ -	
XEROX CAPITAL SERVICES, LLC	Service Agreements							UNKNOWN
		712837087	5/1/2010	047571472			UNKNOWN	UNKNOWN
		712837087	4/1/2010	046967989			UNKNOWN	UNKNOWN
		712812866	5/1/2010	047571471			UNKNOWN	UNKNOWN
		712812866	4/1/2010	046967988			UNKNOWN	UNKNOWN
		712805019	4/20/2010	047357366			UNKNOWN	UNKNOWN
		712805019	4/24/2010	047444773			UNKNOWN	UNKNOWN
		712805019	5/1/2010	047571470			UNKNOWN	UNKNOWN
		712804996	5/1/2010	047571469			UNKNOWN	UNKNOWN

